



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



October 15, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AN AGREEMENT WITH
RMI INTERNATIONAL, INCORPORATED
FOR AS-NEEDED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking Board approval of an Agreement with RMI International, Incorporated (RMI) to provide as-needed, armed and unarmed security guard services for Los Angeles County (County) courthouses and designated Department facilities located throughout the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement by and between the County and RMI to provide as-needed security guard services for a term of one year, with options to extend for four additional one-year periods, plus one additional six-month option in any increment, for a total term not to exceed five years and six months, for an estimated contract sum of \$16.5 million utilizing funding from the Department's operating budget.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including Change Orders and Amendments to: (a) effectuate modifications which do not materially affect any term of the Agreement; (b) add new or revised standard County contract provisions adopted by the Board as required from time to time; (c) exercise Option Term extensions of the Agreement; and (d) effectuate an assignment of rights or delegation of duties pursuant to the Assignment by Contractor provision.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue to receive as-needed armed and unarmed security guard services for 44 County courthouses and two Department facilities. Most County courthouses are at least partially staffed by the Department's armed security officers and unarmed security assistants.

The Department does not currently have sufficient numbers of officers and assistants to fill all the security positions, nor to maintain a pool of substitute security assistants. The services in this Agreement specifically include as-needed, short-term, day and after-hours security guard services to backfill for County security guards who are unavailable due to absences, and to provide after-hour coverage when County security personnel are not available.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness, by providing quality security guard services to the County courthouses and Department facilities.

FISCAL IMPACT/FINANCING

The Department has identified funding in its Fiscal Year 2013-14 operating budget and will continue to allocate funding annually for each year of the Agreement term. The contract sum is estimated at \$16.5 million for the total term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is responsible for providing security guard services for the County's courthouses and Department facilities. Since October 30, 2001, the Department has contracted out for security guard services.

The current Agreement with Securitas, Agreement Number 76397, was extended for an additional six months, from September 4, 2013, through March 3, 2014, to facilitate the transition to the new Agreement.

County Counsel has reviewed and approved the Agreement as to form.

CONTRACTING PROCESS

On March 12, 2013, the Department released an Invitation for Bids (IFB). The information was posted on the County and the Department's websites. A Bidder's Conference was held on March 21, 2013, and a total of 16 firms attended the conference.

On April 4, 2013, the solicitation closed, and the Department received six bids.

After a review of the bids, it was determined RMI was the lowest responsive and responsible bidder. The Department is recommending RMI for the Agreement award.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please return three adopted copies of this Board letter and two original executed Agreements to the Department's Contracts Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA
Sheriff

LDB:WKS:ws

Enclosures



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
RMI INTERNATIONAL, INC.
FOR
AS-NEEDED SECURITY GUARD SERVICES
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
COURTS SERVICES DIVISION

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
RMI INTERNATIONAL, INC.
FOR
AS-NEEDED SECURITY GUARD SERVICES**

Table of Contents

RECITALS	1
1. AGREEMENT AND INTERPRETATION.....	1
1.1 Agreement.....	1
1.2 Interpretation	2
1.3 Additional Terms and Conditions.....	2
1.4 Construction	2
2. DEFINITIONS	3
3. ADMINISTRATION OF AGREEMENT – COUNTY.....	5
3.1 County Project Director.	5
3.2 County Project Manager.....	6
3.3 Consolidation of Duties.....	7
3.4 County Branch Supervisor.....	7
3.5 County Personnel	7
4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	7
4.1 Contractor Project Director.	7
4.2 Contractor Project Manager.	8
4.3 Approval of Contractor’s Staff.....	8
4.4 Project Status Reports by Contractor	9
5. WORK.....	10
6. CHANGE ORDERS AND AMENDMENTS.....	10
7. TERM.....	11
8. PRICES AND FEES.....	12

9.	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS	13
10.	INVOICES AND PAYMENTS.....	13
10.1	General.....	13
10.2	Approval of Invoices	13
10.3	Detail	13
10.4	Submission of Invoices.....	14
10.5	No Out-of-Pocket Expenses.....	14
10.6	Contractor Responsibility	14
10.7	County's Right to Withhold	15
11.	LIQUIDATED DAMAGES.....	15
12.	NOTICES	16
13.	ARM'S LENGTH NEGOTIATIONS.....	17
14.	NO GUARANTY OF WORK.....	17
15.	INTENTIONALLY OMITTED	17
16.	SURVIVAL	17

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B – STATEMENT OF WORK;

ATTACHMENT 1 – COUNTY COURTHOUSES AND OTHER SHERIFF'S
FACILITIES

ATTACHMENT 2 – COUNTY SECURITY STAFF VACANCY LEVELS AND
CONTRACTOR'S REQUIRED STAFFING

ATTACHMENT 3 – STATEMENT ON WORKPLACE EQUALITY

ATTACHMENT 4 – CIVIL PROCEDURES – SECURITY DUTIES AND
CONDUCT

ATTACHMENT 5 – MANUAL OF POLICIES AND PROCEDURES
UNIFORM AND SAFETY EQUIPMENT

ATTACHMENT 6 – ACKNOWLEDGEMENT OF RECEIPT

EXHIBIT C – PRICE SHEET

EXHIBIT D – CONTRACTOR'S EEO CERTIFICATION

EXHIBIT E1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

EXHIBIT E2 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

EXHIBIT F – SAFELY SURRENDERED BABY LAW

EXHIBIT G – JURY SERVICE ORDINANCE

EXHIBIT H - CONTRACT DISCREPANCY REPORT

EXHIBIT I - PERFORMANCE REQUIREMENTS SUMMARY CHART

EXHIBIT J - INSPECTION RECORD

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
RMI INTERNATIONAL, INC.
FOR
AS-NEEDED SECURITY GUARD SERVICES**

This Agreement is entered into as of this _____ day of _____, 2013, by and between County of Los Angeles ("County") and RMI International, Inc., a Corporation organized under the laws of California, located at 8125 Somerset Boulevard, Paramount, California 90723 ("Contractor"), for As-Needed Security Guard Services.

RECITALS

WHEREAS, County, through the Los Angeles County Sheriff's Department ("Department"), desires to contract with Contractor for as-needed armed and unarmed security guard services as further described herein; and

WHEREAS, County, through the Department, is responsible for providing as-needed armed and unarmed security guard services at entryways to County courthouses and various Department facilities throughout Los Angeles County; and

WHEREAS, County provides Department security officers and security assistants for most of the facilities, but does not have a pool of personnel to fill all vacancies nor to provide relief for absent personnel at the various courthouses and facilities; and

WHEREAS, County has determined that the services are required on an as-needed basis; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such as-needed armed and unarmed security guard services as further described herein; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document, along with Exhibits A through J, any attachments attached hereto or thereto, and any fully executed Change Order or Amendment, from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between

County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following descending priority:

- 1.2.1. Exhibit A – Additional Terms and Conditions
- 1.2.2. Exhibit C – Price Sheet
- 1.2.3. Exhibit B – Statement of Work
- 1.2.4. Exhibit D – Contractor's EEO Certification
- 1.2.5. Exhibit E1 – Contractor's Employee Acknowledgement and Confidentiality Agreement
- Exhibit E2 – Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
- 1.2.6. Exhibit F – Safely Surrendered Baby Law
- 1.2.7. Exhibit G – Jury Service Ordinance
- 1.2.8. Exhibit H – Contract Discrepancy Report
- 1.2.9 Exhibit I – Performance Requirements Summary Chart
- 1.2.10 Exhibit J – Inspection Record

- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement) of this Agreement, attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit A (Additional Terms and Conditions) as if such terms and conditions were enumerated in the body of this base document.

- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Section headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes,

rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. **DEFINITIONS**

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement) of this Agreement.
- 2.2 "Amendment" has the meaning set forth in Section 6 (Change Orders and Amendments) of this Agreement.
- 2.3 "Assistant" means an unarmed County employee which performs the duties of a County Security Assistant for the Department.
- 2.4 "Board" means the Los Angeles County Board of Supervisors.
- 2.5 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.6 "Change Order" has the meaning set forth in Section 6 (Change Orders and Amendments) of this Agreement.
- 2.7 "Contractor" has the meaning set forth in the Preamble of this Agreement.
- 2.8 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2 of this Agreement.
- 2.9 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director) of this Agreement.
- 2.10 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager) of this Agreement.
- 2.11 "County" has the meaning set forth in the Preamble.
- 2.12 "County Branch Supervisor" has the meaning set forth in Paragraph 3.4 (County Branch Supervisor) of this Agreement.
- 2.13 "County Counsel" means County's Office of County Counsel.
- 2.14 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director) of this Agreement.
- 2.15 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager) of this Agreement.

- 2.16 "Department" has the meaning set forth in the Preamble of this Agreement.
- 2.17 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.18 "Guard" means an employee of Contractor assigned to perform armed or unarmed security guard duties under this Agreement as set forth in Exhibit B (Statement of Work) of this Agreement and elsewhere.
- 2.19 "Guard Services" means the as-needed armed and unarmed security guard services required under this Agreement.
- 2.20 "Hourly Billing Rate" means, for Contractor's personnel, the fully burdened hourly billing rates set forth in Exhibit C (Price Sheet) of this Agreement, each of which such billing rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.21 "Infringement Claims" has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.22 "Initial Term" has the meaning set forth in Section 7 (Term) of this Agreement.
- 2.23 "Jury Service Program" has the meaning set forth in Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.24 "Location" means a County work site/service location such as County courthouse or other Department facility where security personnel perform security guard-related duties.
- 2.25 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees) of this Agreement.
- 2.26 "Officer" means an armed County employee which performs the duties of a County Security Officer for the Department.
- 2.27 "Option Term" has the meaning set forth in Section 7 (Term) of this Agreement.
- 2.28 "Post" means a Guard assignment within a Location.
- 2.29 "Post Orders" mean written documents that clearly outline duties, responsibilities, and expectations of Guards and Supervisors, regardless of their Location.
- 2.30 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor) of this Agreement.

- 2.31 "Sheriff" means the elected official who is the Sheriff of County of Los Angeles.
- 2.32 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.33 "Supervisor" means an employee of Contractor assigned to perform supervisory duties as set forth Exhibit B (Statement of Work) of this Agreement and elsewhere.
- 2.34 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.35 "Term" has the meaning set forth in Section 7 (Term) of this Agreement.
- 2.36 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any fully executed Change Orders and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Lane Greenberg, Lieutenant
Court Services Division
Los Angeles County Sheriff's Department
1000 South Fremont Avenue,
Bldg A9E, 5th Floor South
Alhambra, California 91803

Telephone: (626) 300-3106
Facsimile: (323) 415-3900
LDGreenb@lasd.org

- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any

changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

- 3.2.1 "County Project Manager" for this Agreement shall be the following person:

Helen Missakian, OAll
Court Services Division
Los Angeles County Sheriff's Department
1000 South Fremont Avenue, Unit A9E
Alhambra, California 91803

Telephone: (626) 300-3101
Facsimile: (323) 415-7112
HMissak@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2 below.

- 3.2.2 County shall notify Contractor of any change in the name or address of County Project Manager.
- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager shall issue a Contract Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B (Statement of Work) of this Agreement. A sample of the Contract Discrepancy Report is provided in Exhibit H (Contract Discrepancy Report) of this Agreement.

3.3 Consolidation of Duties

County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director) of this Agreement, and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Paragraph 3.3 (Consolidation of Duties).

3.4 County Branch Supervisor

3.4.1 The County Branch Supervisor is a designated Department employee who is stationed at a courthouse or Department facility who is responsible for the daily security operations in that court or facility.

3.4.2 The County Branch Supervisor will direct the actions and duties of Contractor's Guards.

3.5 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

John Hirsch, Account Manager
RMI International, Inc.
8125 Somerset Boulevard
Paramount, California 91723

Phone: (562) 806-9098
Facsimile: (562) 806-7017
JohnH@rmiintl.com

- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.
- 4.1.4. Contractor shall notify County in writing of any change in the name or address of Contractor Project Director.

4.2 Contractor Project Manager

- 4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Richard Rodriguez, Project Manager
RMI International, Inc.
8125 Somerset Boulevard
Paramount, California 91723

Phone: (562) 806-9098
Facsimile: (526) 806-7017
rickr@rmiintl.com

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Project Status Reports by Contractor) of this Agreement.
- 4.2.3 Contractor Project Manager shall be available by telephone or pager to respond to emergencies and other critical operational requirements twenty-four (24) hours a day, seven (7) days a week.
- 4.2.4 During the Term of this Agreement, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.
- 4.2.5 Contractor shall notify County in writing of any change in the name or address of Contractor Project Manager.

4.3 Approval of Contractor's Staff

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1 of this Agreement. County Project Director has the right to approve or

disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

- 4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including Guards and Supervisors (collectively and together with Contractor Project Director and Contractor Project Manager referred to as "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Guard or Supervisor.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager, with at a minimum monthly written reports ("Project Status Reports") which contain the information set forth the Exhibit B (Statement of Work) of this Agreement, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5. WORK

- 5.1 Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other Work under this Agreement, including pursuant to fully executed Change Orders and Amendments, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Agreement, including this Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments) of this Agreement.
- 5.3 If the Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.
- 5.4 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

6. CHANGE ORDERS AND AMENDMENTS

- 6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments).
- 6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
 - 6.2.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by County Project Director and Contractor Project Director.
 - 6.2.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

- 6.2.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.2.4 Notwithstanding Subparagraph 6.2.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term or then-current Term, and (2) modifications pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of this Agreement, an Amendment to this Agreement shall be executed by Sheriff and Contractor.
- 6.2.5 Notwithstanding Subparagraph 6.2.3 above, for any changes to the Department's staffing, as specified in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of Exhibit B (Statement of Work) of this Agreement, a Change Order shall be executed by County Project Director and Contractor Project Director.

7. TERM

- 7.1 The Term of this Agreement shall commence upon execution by the County Board of Supervisors and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term").
- 7.2 The County has the option, at the Sheriff's discretion, to extend the term of this Agreement for up to four (4) additional one-year periods (each an "Option Term") and six (6) month-to-month option periods in any increment. Each such Option Term extension shall be in the form of a written Amendment executed by Sheriff and Contractor in accordance with Subparagraph 6.2.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 7.4 Contractor shall notify the County Project Manager when this Agreement is within six (6) months from the expiration of the Initial Term, or any Option Term, as the case may be. Upon occurrence of this event, Contractor shall send written notification to the County Project Manager at the address herein provided in Subparagraph 3.2.1 of this Agreement.

8. PRICES AND FEES

- 8.1 The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement.
- 8.2 County shall pay Contractor monthly in arrears for the number of hours worked by Contractor employees for the previous month at the Hourly Billing Rates specified in Exhibit C (Price Sheet) of this Agreement. Exhibit C (Price Sheet) specifies the Hourly Billing Rates for Guards, both armed and unarmed, and Supervisors for each annual contract period.
- 8.3 The number of Guards and Supervisors required by County is dependent upon courthouse/facility needs, full-time vacant positions, the planned absence (vacation, other planned leave) relief factor, and vacancies resulting from unplanned absences (sick). The payment amount due to Contractor will vary from month to month.
- 8.4 County and Contractor agree that the Hourly Billing Rates set forth on Exhibit C (Pricing Sheet) of this Agreement are firm and fixed for the Term of this Agreement. County shall have no obligation for payment, and Contractor shall have no right to payment or reimbursement, other than as set forth in Exhibit C (Pricing Sheet) of this Agreement.
- 8.5 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 8.6 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- 8.7 The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term of the Agreement. All payments under

this Agreement shall be in accordance with Exhibit C (Price Sheet) of this Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears. Contractor invoices shall be submitted to County by the tenth (10th) calendar day of the month following the month in which services were rendered. County shall submit payment to Contractor within thirty (30) calendar days after a complete and correct invoice has been approved for payment by County Project Manager.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director or County Project Manager, as evidenced by their countersignature, prior to any payment thereof. All invoices will be reviewed and verified by County Project Director or County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval.

10.3 Detail. Each invoice submitted by Contractor shall include:

- 10.3.1 County's Agreement Number
- 10.3.2 Billing Period
- 10.3.3 Billing Date
- 10.3.4 Service location
- 10.3.5 Name of Contractor employees
- 10.3.6 Dates services provided

10.3.7 Number of hours worked by each employee, rate of pay, total paid to each employee

10.3.8 Total charges for services at service location

10.3.9 Copy of all employee log sheets.

10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Original Invoice to:

Los Angeles County Sheriff's Department
Court Services Division
1000 South Fremont Avenue, Room
Alhambra, California 91803
Attention: Helen Missakian

Copy to:

Los Angeles County Sheriff's Department
Accounts Payable Section – Jian Li
4700 Ramona Boulevard, Attn: BGCT501
Monterey Park, California 91754

10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. In the event that Contractor submits an inaccurate invoice, County Project Manager shall return such invoice to Contractor Project Manager with a letter to explain the discrepancies in the submitted invoice and request a corrected invoice. Contractor shall submit the corrected invoice to the parties specified in Paragraph 10.4 (Submission of Invoices) above. County payment will be made within thirty (30) calendar days of approval of corrected invoice by County Project Manager.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. LIQUIDATED DAMAGES

- 11.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.
- 11.2 If County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:
- 11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions; and/or
 - 11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit I (Performance Requirements Summary Chart) of this Agreement, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
 - 11.2.3 Upon giving five (5) Business Days written notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

11.3 The action noted in Paragraph 11.2 above shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Section 11 (Liquidated Damages) shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit I (Performance Requirements Summary) of this Agreement or Paragraph 11.2 above, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) Business Days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Lane Greenberg, Lieutenant
Court Services Division
1000 South Fremont Avenue,
Bldg. A9E, 5th Floor
Alhambra, California 91803
Facsimile: (323) 415-3900
LDGreenb@lasd.org

with a copy to:

(2) Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754-2169
Attention: Angelo Faiella
Facsimile: (323) 526-5074
afaiell@lasd.org

To Contractor: RMI International, Incorporated
8125 Somerset Boulevard
Paramount, California 91723
Attention: John Hirsch, Account Manager

Phone: (562) 806-9098
Facsimile: (526) 806-7017
JohnH@rmiintl.com

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. NO GUARANTY OF WORK

This Agreement is intended to provide County with armed/unarmed security services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services or any services at all during the term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

15. INTENTIONALLY OMITTED

16. SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1 (Agreement and Interpretation), Section 2 (Definitions), Section 8 (Prices and Fees), Section 10 (Invoices and Payments), Section 11 (Liquidated Damages), Section 12 (Notices), Section 13 (Arm's Length Negotiations), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement.

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
RMI INTERNATIONAL, INC.
FOR
AS-NEEDED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

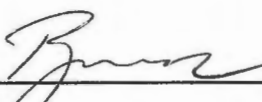
COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

RMI INTERNATIONAL, INC.

By: 
Name: RICHARD RODRIGUEZ
Title: PRESIDENT, CSO

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

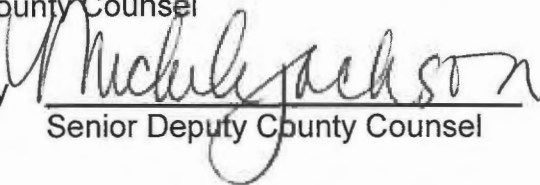
By 
Senior Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

TABLE OF CONTENTS

	<u>Page</u>
1.0 SUBCONTRACTING.....	1
2.0 DISPUTE RESOLUTION PROCEDURE.....	1
3.0 CONFIDENTIALITY.	3
4.0 TERMINATION FOR INSOLVENCY.....	6
5.0 TERMINATION FOR DEFAULT.....	6
6.0 TERMINATION FOR CONVENIENCE.....	7
7.0 TERMINATION FOR IMPROPER CONSIDERATION.	9
8.0 EFFECT OF TERMINATION.....	8
9.0 WARRANTY AGAINST CONTINGENT FEES.	9
10.0 AUTHORIZATION WARRANTY	10
11.0 FURTHER WARRANTIES	10
12.0 INDEMNIFICATION AND INSURANCE	10
13.0 INTELLECTUAL PROPERTY INDEMNIFICATION.....	15
14.0 BUDGET REDUCTIONS.....	16
15.0 FORCE MAJEURE.....	17
16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	17
17.0 COMPLIANCE WITH APPLICABLE LAW	19
18.0 FAIR LABOR STANDARDS.....	19
19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES	20
20.0 NONDISCRIMINATION IN SERVICES	21
21.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	22
22.0 HIRING OF EMPLOYEES.....	22

TABLE OF CONTENTS
(continued)

	<u>Page</u>
23.0 CONFLICT OF INTEREST.....	22
24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	23
25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE.....	23
26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	23
27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	24
28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST	24
29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	24
30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	24
31.0 RECYCLED-CONTENT PAPER	25
32.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	25
33.0 BACKGROUND AND SECURITY INVESTIGATIONS	27
34.0 ACCESS TO COUNTY FACILITIES	27
35.0 COUNTY FACILITY OFFICE SPACE	27
36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	28
37.0 PHYSICAL ALTERATIONS.....	28
38.0 FEDERAL EARNED INCOME TAX CREDIT	28
39.0 ASSIGNMENT BY CONTRACTOR.....	28
40.0 INDEPENDENT CONTRACTOR STATUS.	29
41.0 RECORDS AND AUDITS.....	30
42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES	31
43.0 NO THIRD PARTY BENEFICIARIES.....	31

TABLE OF CONTENTS

(continued)

	<u>Page</u>
44.0 MOST FAVORED PUBLIC ENTITY	32
45.0 COUNTY'S QUALITY ASSURANCE PLAN	32
46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	32
47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)	32
48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT	32
49.0 SAFELY SURRENDERED BABY LAW	33
50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION	33
51.0 PUBLIC RECORDS ACT	33
52.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	34
53.0 WAIVER	35
54.0 GOVERNING LAW, JURISDICTION, AND VENUE	35
55.0 SEVERABILITY	35
56.0 RIGHTS AND REMEDIES	35
57.0 NON-EXCLUSIVITY	35
58.0 FACSIMILE	36
59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	36
60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM ..	37
61.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS	37
62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	37
63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	37

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (this "Exhibit") as used herein have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement and an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the

County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information) of this Exhibit.

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's

other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

5.2 In the event that County terminates this Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a

termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Schedule) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of (IS 7-12-11) any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising

from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 12.2 (General Provisions for All Insurance Coverage) and Subparagraph 12.3 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by

Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Angelo Faiella, Contract Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may

constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

12.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

12.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

12.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.2.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12.3 Insurance Coverage

- 12.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 12.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per reaccident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

- 13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Section 13.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's

indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 Remedial Acts. If Contractor fails to complete the remedial measures in Subparagraph 13.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses (in this Subparagraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the

services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on

Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided

by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

17.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses

(including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification) of the Agreement.
- 19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
 - 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or

political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Subparagraph 2.3 (Dispute Resolution Procedures).

19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 21.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Subparagraph 2.3 (Dispute Resolution Procedures) of this Exhibit, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's

approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of this Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open

position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

29.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance) of this Agreement and incorporated by reference into and made a part of this Agreement.

32.2 Written Employee Jury Service Policy.

- 32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall

receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- 32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under this Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the Term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable

telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

- 39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 39.1 of this Exhibit.
- 39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties

cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain, and maintain in effect during the Term of this Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain, and maintain in effect during the Term of this Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in Exhibit I (Performance Requirements Summary Chart) of the Agreement.

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation,

those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 52.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 59.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status

would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting an Agreement award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
1.0	Scope of Work	1
2.0	Contractor Responsibilities	2
3.0	Contractor Guards and Supervisors	3
4.0	Required Certificates and Licenses	4
5.0	Contractor's Office	5
6.0	Contractor's Staffing Plan	6
7.0	Contractor's Relief for Planned and Unplanned Absences of County Security Officer and Assistant	6
8.0	Contractor's Plan in Emergency Situations	7
9.0	Contractor Supervisor Duties	8
10.0	Contractor Guard Duties	9
11.0	Contractor Guard and Supervisor General Performance	11
12.0	Physical Examination Requirements	13
13.0	Contractor Furnished Uniforms	14
14.0	Contractor Furnished Equipment and Accessories	15
15.0	Contractor Furnished Vehicles	17
16.0	Hours and Days of Operation	18
17.0	County Recognized Holiday	18
18.0	Training	19
19.0	Background Investigations	20

STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
20.0	Replacement of Contractor's Guards and Supervisors	22
21.0	Quality Control	22
22.0	Quality Assurance Plan	23
23.0	Contract Discrepancy Report	24
24.0	Reporting Requirements	24
25.0	Transition Period	25
26.0	County Responsibilities	26
27.0	County Furnished Equipment	26
28.0	Contractor Responsibilities for County Furnished Equipment	26
29.0	County Observations	27
30.0	County Inspections	27
31.0	Court Appearances	27
Attachment 1 – County Courthouses and Other Sheriff's Facilities		
Attachment 2 – County Security Staff Vacancy Levels and Contractor's Required Staffing		
Attachment 3 – Statement on Workplace Equality		
Attachment 4 – Civil Procedures, Security Duties and Conduct		
Attachment 5 – Manual of Policy and Procedures, Uniform and Safety Equipment		
Attachment 6 – Acknowledgement of Receipt		

APPENDIX B STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide as-needed armed and unarmed security guard ("Guard") services ("Guard Services") for the Department's Court Services Division. Contractor shall provide Guard Services utilizing qualified, trained, and certified Guards twenty-four (24) hours a day, seven (7) days a week at County courthouses and specified Department facilities set forth on Attachment 1, County Courthouses and Other Sheriff's Facilities, of this Statement of Work (SOW).
- 1.2 The Department is responsible for providing security at courthouse entrances for all courthouses in the County. The smaller courthouses have one entrance, but some of the larger courthouses have two or more entrances that require guards. Most County courthouses are at least partially staffed by Department armed security officers ("Officers") and unarmed security assistants ("Assistants"). The Department does not however have sufficient numbers of Officers and Assistants to fill all Guard positions in the courthouses and other Department facilities or to maintain a pool of Officers and Assistants for planned and unplanned vacancies. Contractor shall be required to provide Guards to fill the vacant positions. Planned vacancies occur when Officers and/or Assistants are on extended medical leave, military leave, and/or vacations. Unplanned absences include but are not limited to sick leave, emergency leave, training, and bereavement leave.
- 1.3 The number of County courthouses and other Department's facilities requiring Guard services may change during the Term of the Agreement based upon the Department's operational and organizational staffing requirements. Currently, the Department has 255 security Post positions, most of which are filled by Officers and Assistants. The County cannot guarantee work for a minimum number of Contractor's Guards. The County's daily Guard Service needs will vary based on the Department's vacancies and unplanned absences.
- 1.4 The Department may conduct orientation classes at various Locations during the year. As the Department hires new Officers and Assistants to fill in the long-term vacant positions, the need for Contractor Guards may be reduced. Additionally, the County may close or open courthouses, which may also reduce the number of Guards. Contractor must therefore have the flexibility and capability to provide varying numbers of Guards on a daily basis, and on short notice. The Department is currently utilizing an average of 50 contract armed and unarmed guards per day to cover planned and unplanned vacancies.

2.0 CONTRACTOR RESPONSIBILITIES

- 2.1 Contractor shall provide qualified, trained, and certified Guards and Supervisors at County Courthouses and Department-specified facilities listed in Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW and in sufficient numbers to fill County's vacancies listed in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW, as amended from time to time. All such Guards and Supervisors must be approved by the County Project Manager prior to performing services under the Agreement.
- 2.2 Contractor shall at Contractor's sole expense, provide all working materials/documents including, but is not limited to, forms, log sheets, and stationery needed by the Guards and Supervisors.
- 2.3 Contractor shall ensure that all equipment and related accessories used by the Guards and Supervisors to provide services under the Agreement are kept clean and maintained according to manufacturer's standards and consistent with County policy applicable to Department personnel, attached hereto as Attachment 5, Manual of Policy and Procedures, Uniform and Safety Equipment. The County Project Manager may from time to time inspect such items to ensure they are in proper working order.
- 2.4 Contractor shall be responsible for making parking arrangements and paying the parking fees for Contractor Guards and Supervisors assigned to Work at any of the County facilities. The County will not make any special parking arrangements for Contractor Guards and Supervisors.
- 2.5 Contractor shall be liable for any damage or injury resulting from the accidental discharge of a Contractor Guard's or Supervisor's firearm.
- 2.6 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Contractor's Guards or Supervisors, the County Project Manager may proceed with an administrative investigation. Contractor shall fully cooperate with County in such situation, including but not limited to, submitting documentation requested by the County Project Manager and allowing Contractor Guards and Supervisors to be interviewed at a County facility.
- 2.7 Contractor shall maintain all firearms, ammunition and accessories in good working condition.
- 2.8 In the event that a scheduled Guard is not going to report on time for a Work shift, or is out ill for the day, Contractor shall advise the County Project Manager prior to the scheduled starting time. Contractor shall

provide a substitute Guard within one (1) hour of the scheduled starting time.

- 2.9 Contractor shall monitor the number of hours worked by each assigned Guard and Supervisor working forty (40) hours per week for Contractor under the Agreement to ensure that outside employment does not exceed twenty-four (24) hours per week. Failure to comply with this requirement may result in County-imposed assessments against Contractor. If non-compliance persists, termination or suspension of the Agreement may be warranted.
- 2.10 Contractor shall monitor the number of hours worked by Guards and Supervisors who are engaged in full-time employment (forty (40) hours per week) by another employer, and who are employed by Contractor as a "second job" to ensure that such employees are limited to twenty-four (24) hours per week of Work under the Agreement.

3.0 CONTRACTOR GUARDS AND SUPERVISORS

- 3.1 Contractor's Guards and Supervisors shall be employees of Contractor and thus directly employed by Contractor.
- 3.2 Contractor's Guards and Supervisors shall possess basic writing skills and computer knowledge for note taking and completing report forms, be capable of communicating with the public and County employees, and have the ability to work independently and accept responsibility.
- 3.3 Contractor's Guards and Supervisors shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services, Article 9, Skills Training Course for Security Guards.
- 3.4 Contractor's Guards and Supervisors must be 18 years of age and over to provide services under the Agreement.
- 3.5 Contractor's Guards and Supervisors must have a working knowledge of California Penal Code sections which are pertinent or applicable to the Guard Services required and provided pursuant to the Agreement (i.e., power of arrest and search and seizure).
- 3.6 Contractor's Guards and Supervisors must maintain current certificates and licenses as specified in Section 4.0, Required Certificates and Licenses, of this SOW.
- 3.7 Contractor's Guards and Supervisors shall be in good physical condition and capable of fulfilling all Work requirements specified in this SOW and throughout the Agreement.

- 3.8 Contractor's Guards shall provide building and parking security services, as determined by the County Project Manager.
- 3.9 Guards and Supervisors shall possess knowledge of the following:
 - 3.9.1 Working knowledge of the assigned courthouse or other Department facility or Location.
 - 3.9.2 Procedures for reporting and/or correcting hazardous conditions: Report all safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate County Branch Supervisor or emergency agency.
- 3.10 All Guards, whether providing armed or unarmed Guard Services under the Agreement, shall be trained to properly maintain and handle firearms and batons safely.
- 3.11 Contractor shall not be reimbursed for any overtime on the Agreement. The County shall pay Contractor for all hours of service at the Hourly Billing Rate, in accordance with Contractor's pricing set forth in Exhibit C, Price Sheet, of the Agreement.

4.0 REQUIRED CERTIFICATES AND LICENSES

- 4.1 Contractor's Guards and Supervisors shall be registered and certified by the State of California, Bureau of Security and Investigative Services, and shall fulfill all other State and local license requirements.
- 4.2 All Contractor Guards and Supervisors providing services under the Agreement shall possess and keep current all of the following certificates and licenses:
 - 4.2.1 California Guard Registration Card (Guard card)
 - 4.2.2 California Fire Arms Qualification Card (Armed Guards only.)
 - 4.2.3 License to carry oleoresin capicum (O.C.) spray
 - 4.2.4 P.O.S.T. Certification in Side Handle, PR24 Baton or ASP (Collapsible Baton) Training
 - 4.2.5 First Aid Certificate
 - 4.2.6 Cardiopulmonary Resuscitation (CPR) Certificate sponsored or approved by the American Red Cross or American Heart Association

- 4.2.7 Certified copy of birth certificate
- 4.2.8 High School or G.E.D. diploma or equivalent
- 4.2.9 Valid California Class "C" Driver's License or California Identification Card
- 4.3 Contractor shall provide to the County Project Manager copies of valid licenses and certificates for all Guards and Supervisors prior to their beginning Work under the Agreement.
- 4.4 Contractor shall maintain copies of all current certificates and licenses for Guards and Supervisors in employee files throughout the term of a Guard's or Supervisor's employment with Contractor. Contractor shall make such certificates and licenses available to County immediately upon request.
- 4.5 Contractor Guards and Supervisors with foreign documents, or those issued outside the United States, must have them notarized to verify validity of documents, such as subparagraph 4.2.7 and 4.2.8 above.

5.0 CONTRACTOR'S OFFICE

- 5.1 Contractor shall maintain an office in the County with a telephone in the Contractor's name where Contractor conducts business. If Contractor maintains several offices in the County, it shall designate one (1) office in the County as the main contact for County.
- 5.2 Contractor's office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m.
- 5.3 Contractor shall respond twenty-four (24) hours a day, seven (7) days-a-week to all telephone calls which may be received from County Project Manager regarding the Contractor's performance of the Agreement.
- 5.4 During office hours, Contractor shall respond to telephone calls from County Project Manager within fifteen (15) minutes of the call.
- 5.5 Contractor shall provide an answering service to receive after-hours (6:00 p.m. to 6:00 a.m.) calls. Contractor shall respond to telephone calls received by the answering service within two (2) hours of receipt of County Project Manager's call.
- 5.6 In the event of an emergency telephone call, Contractor shall respond immediately to County Project Manager, regardless of day or time that call is received by Contractor.

6.0 CONTRACTOR'S STAFFING PLAN

- 6.1 Contractor shall provide an initial staffing and work plan for each facility or Location, Attachment 1, County Courthouses and Other Sheriff's Facilities, based on Department's required staffing, as specified in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW. The plan shall include name, employee number, classification, and hours for all proposed Contractor Guards who will fill in for planned and unplanned absences. Contractor shall provide the staffing plan to County Project Manager within ten (10) Business Days after approval of Agreement by the County Board of Supervisors.
- 6.2 As the Department's staff vacancy levels change due to the addition or deletion of facilities during the Term of the Agreement, the County Project Manager will provide Contractor with a revised Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW. Attachment 2 shall be revised using the Change Order process stated in Section 6, Change Orders and Amendments, of the Agreement.
- 6.3 Contractor shall upon receipt of a revised Attachment 2 from County, provide County Project Manager and County Branch Supervisor with a revised written staffing and work plan for each change within twenty-four (24) hours. Contractor Project Manager shall meet with County Project Manager to develop changes to the staffing and work plan to meet the new requirements.
- 6.4 Contractor's request to replace a Guard or move a Guard to another Post must be submitted in writing to, and pre-approved by County Project Manager prior to making change. Contractor shall provide County Project Manager and County Branch Supervisor with a revised written staffing and work plan for each change within twenty-four (24) hours.
- 6.5 All staffing and work plans shall be incorporated into this Agreement by this reference.

7.0 CONTRACTOR'S RELIEF FOR PLANNED AND UNPLANNED ABSENCES OF COUNTY SECURITY OFFICER AND ASSISTANT

- 7.1 Contractor shall provide qualified, trained, and certified Guards, to fill in for planned and unplanned absences of Department Officers and Assistants.

7.1.1 Planned County Absences

When an Officer or Assistant is scheduled for vacation, extended sick leave, or other leave of absence, the County Project Manager and/or the County Branch Supervisor will provide

Contractor at least twenty-four (24) hours written notice via email to provide an as-needed Guard replacement. Contractor shall respond to planned absence requests within (12) hours of notification by County. Contractor shall notify County Project Manager and County Branch Supervisor via e-mail on the status of all requests for coverage.

7.1.2 Unplanned County Absences

When an Officer or Assistant is absent due to an unplanned short-term leave, the County will notify Contractor of the need for relief Guards as soon as such absence becomes known. Contractor shall respond to County's request within two (2) hours of notification. Contractor shall notify County Project Manager and County Branch Supervisor via e-mail on the status of all requests for coverage.

- 7.2. In the event the Department needs to cancel a Guard Service request, a notification will be provided to Contractor not less than two (2) hours prior to the start time. If the Department is unable to provide timely notification, the Guard will be authorized to provide coverage for up to four (4) hours only.

8.0 CONTRACTOR'S PLAN IN EMERGENCY SITUATIONS

- 8.1 In the event of an emergency situation, Contractor shall continue to provide Guard Services under the Agreement. Contractor Project Manager and County Project Manager will develop a plan to ensure that Contractor is notified of the emergency and that Contractor will continue to provide Guard Services. Contractor shall respond to Department's request within two (2) hours of notification.
- 8.2 For purposes of this Section 8.0, Contractor's Plan in Emergency Situations, only, an "emergency situation" includes, but is not limited to, fires, floods, earthquakes, civil disturbances, jail riots and other disasters.
- 8.3 County Project Manager will determine if a particular situation constitutes an emergency situation as specified in this Section 8.0, Contractor's Plan in Emergency Situations, of the SOW. Contractor shall provide adequate staffing to ensure continued Guard Services to the extent determined by County Project Manager.
- 8.2 Should any emergency situation require performance of services beyond the capability of the Contractor, the County may obtain supplemental guard services from Department personnel or other service providers. Such

supplemental guard services obtained by the Department shall not constitute a breach of the Agreement by the County.

9.0 CONTRACTOR SUPERVISOR DUTIES

Contractor Guards shall be sufficiently supervised by Contractor's supervisory staff. Contractor shall employ at least one (1) Supervisor on each Work shift for all Locations, plus an additional Supervisor if more than twenty (20) Contractor Guards are assigned to a Work shift at a single Location. The Contractor's Supervisors are expected to travel to their assigned facilities on a regular basis to Work with their subordinates. Contractor's Supervisor shall:

- 9.1 Provide direction and instruction to Guards by making daily rounds of assigned County facilities and observing Guards performing Work under the Agreement.
- 9.2 Immediately respond to on-site emergencies, providing as-needed support.
- 9.3 Provide training to Guards and ensure that each Guard fully understands the duties and services to be provided under the Agreement, prior to the Guard performing services under the Agreement.
- 9.4 Be available to review inspection reports and questions posed from Guards, at all times during the assigned Work shift.
- 9.5 Provide technical and administrative advice to Guards as appropriate.
- 9.6 Ensure that assigned Guard coverage is appropriate and sufficient to meet the County's requirements under the Agreement.
- 9.7 Inform subordinates of any deviations from acceptable practices and procedures, instruct Guards on the proper methods and procedures, and explain conditions when deviations are permissible.
- 9.8 Respond to requests from Guards for assistance.
- 9.9 Update and explain procedures to Guards assigned to fixed Posts.
- 9.10 Have a thorough knowledge of radio usage and codes and train Guards in these areas.
- 9.11 Conduct investigations and prepare reports as appropriate.
- 9.12 Be required to drive a Contractor-provided motor vehicle to the different assigned Locations.

- 9.13 Be in full uniform at all times, including uniform jacket when appropriate.
- 9.14 Sign in and sign out for all County-furnished equipment when reporting for duty and after end of Work shift with the County Branch Supervisor.
- 9.15 Perform scheduled and unscheduled inspections of Guards and document the findings on Exhibit J, Inspection Record, of the Agreement, as further discussed in Subparagraph 22.2.1 of this SOW.

10.0 CONTRACTOR GUARD DUTIES

Guards shall perform the following duties, including, but not be limited to:

- 10.1 Screening all County employees, court employees, clients, visitors and/or other members of the public at each designated entrance to County courthouses and Department specified facilities set forth in Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW. Contractor Guards shall safe guard County and court property against fire, theft, vandalism, and illegal entry, and also provide information and assistance to the public.
- 10.2 Signing-in and signing-out each day with County Branch Supervisor:
 - 10.2.1 A Department sign-in/sign-out sheet will be located at each Post. Guards shall report to Work on time and remain on assigned duties until relieved.
 - 10.2.2 Guards and Supervisors shall sign in and sign out for all County-furnished equipment when reporting for duty and after end of Work shift with the County Branch Supervisor.
- 10.3 Operating firearm screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held.
- 10.4 Covering an assignment at a fixed Post, or patrol an area, facility, or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 10.5 Detaining individuals for further investigation, or arrest where circumstances and conditions warrant such action.
- 10.6 Intervening when necessary to stop injurious acts, conduct searches for firearms and contraband, and provide details on individuals for investigations, detentions, and arrests.
- 10.7 Visually screening packages and parcels carried into County facilities.

- 10.8 Investigating questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.
- 10.9 Answering questions and provide as-needed escort services to members of the public.
- 10.10 Verifying the security of safes and areas where equipment or items of value are stored.
- 10.11 Locking and unlocking gates and doors as directed.
- 10.12 Reducing or turning off facility lights and close window coverings, as directed.
- 10.13 Ensuring that only authorized personnel are permitted access to closed or restricted facilities by visually inspecting persons for proper identification and requiring each person to sign in and sign out of facility. Unauthorized or unidentified individuals will be detained.
- 10.14 Raising and lowering flags at designated times.
- 10.15 Responding to reports of ill or injured visitors, patrons, or employees, rendering first aid, and notifying County Branch Supervisor if further assistance is necessary or desirable.
- 10.16 Relaying reports of bomb threats immediately to County Branch Supervisor, and participating in bomb searches organized by the Department or other law enforcement agency personnel.
- 10.17 Responding to scene of locally activated fire, burglary, or other alarms, evaluating the situation, and taking appropriate action.
- 10.18 Monitoring alarm systems and electronic surveillance equipment.
- 10.19 Reporting all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility:
 - 10.19.1 Notifying Contractor supervisor immediately.
 - 10.19.2 Preparing a full written report of incident and submitting to County Branch Supervisor by the end of the Work shift.
 - 10.19.3 If during after hours, immediately requesting appropriate local emergency aid from local fire or police.

- 10.20 Contractor Guards shall report any lost or stolen County-furnished equipment immediately to the County Branch Supervisor, with a full written report of the incident. Information shall include a description of the missing item, its serial number, the date of incident, and the name of the Guard assigned to the Post.
- 10.21 Patrolling interior and exterior perimeter of the facility or Location, as required.
- 10.22 Monitoring parking as directed by the County Branch Supervisor.
- 10.23 Submitting an incident report to County Branch Supervisor and the County Project Manager within one (1) hour of incident for any damage or injury resulting from the accidental discharge of Guard's firearm.
- 10.24 Reporting the loss, theft, or misuse of any firearm, baton, Sam/Sally Browne belt, or ammunition to County Branch Supervisor and County Project Manager immediately.
- 10.25 Reporting any lost or stolen Contractor-owned and County-owned equipment to the County Branch Supervisor and Contractor Supervisor through a written memorandum or by completing an incident report as soon as possible. The written documentation must include a description of the missing item, the serial number, date of incident, and Contractor Guards and Department Officers and Assistants assigned to the Post. The County Branch Supervisor will forward the written documentation to the County Project Manager.

11.0 CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE

- 11.1 Guard and Supervisors shall adhere to the Statement on Workplace Equality, attached hereto as Attachment 3, Statement on Workplace Equality, of this SOW.
- 11.2 Guard and Supervisors shall adhere to, and comply with the same duties and conduct required of Assistants and Officers, as set forth in Attachment 4, Civil Procedures, Security Duties and Conduct, of this SOW.
- 11.3 Guards shall comply with the requirements of Section 10.0, Contractor Guard Duties, of this SOW.
- 11.4 Supervisors shall comply with the requirements of Section 9.0, Contractor Supervisor Duties, of this SOW.
- 11.5 All Guards and Supervisors shall:

- 11.5.1 Be punctual; remain awake, alert, and attentive during their Work shifts, without any exception.
- 11.5.2 Be attired in full uniform as specified in Section 13.0, Contractor Furnished Uniforms, of this SOW, including black shoes, and ties and badges at all times. During summer months, ties may be optional at the sole discretion of the County.
- 11.5.3 Present a businesslike demeanor at all times.
- 11.5.4 Maintain their Post desk in a neat and presentable manner.
- 11.5.5 Be able to read, write, and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations, and communicate effectively with the general public.
- 11.5.6 Have a good working knowledge of self-defense and public restraint procedures.
- 11.5.7 React quickly and take command of emergency situations, and use sound judgment and discretion in handling unruly or trespassing members of the public.
- 11.5.8 Follow all Federal, State and local laws that apply to the provision of Guard Services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department's rules and regulations.
- 11.5.9 Submit an incident report to County Branch Supervisor and the County Project Manager within one (1) hour of incident for any damage or injury resulting from the accidental discharge of Guard's or Supervisor's firearm.
- 11.6 All Guards and Supervisors shall not:
 - 11.6.1 Eat, read, or use personal radios, cell phones, televisions, any kind of electronic entertainment devices, computer disk, or tape players at their Posts at any time.
 - 11.6.2 Remove or borrow County materials or equipment, or items owned by County employees. Such materials, equipment, or items include, but are not limited to, radios, heaters, fans, etc.
 - 11.6.3 Leave their assigned Posts until properly relieved.

- 11.6.4 Use any County telephones except for the purpose of making or receiving calls to or from their Supervisors or County representatives.
- 11.6.5 Bring visitors, unauthorized firearms, or contraband into any County facility or Location.
- 11.6.6 Store any firearms, including firearm accessory, baton, ammunition or Sam/Sally Browne belt at any County facility or Location where services under the Agreement are being provided. The County shall not be responsible for storage of Contractor's firearms at any County facility or Location.
- 11.6.7 Remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any County facility or Location, unless under extreme emergency or in a life threatening situation. Any loss shall be immediately reported to the Supervisor or superior, as the case may be.
- 11.6.8 Utilize firearms and batons as a measure of threat or intimidation.
- 11.6.9 Remove and clean firearms at any County facility or Location at any time.
- 11.6.10 Possess unauthorized firearms, holsters, and ammunition while performing Work at any County facility or Location, at any time.
- 11.6.11 Excessively socialize with the public, County employees, or other Contractor employees while providing services under the Agreement.

12.0 PHYSICAL EXAMINATION REQUIREMENTS

- 12.1 Contractor Guards and Supervisors assigned to provide Guard Services under the Agreement must have the physical capability to perform all of the duties specified in this SOW.
- 12.2 Prior to commencing Work under the Agreement, Contractor shall ensure that each Guard and Supervisor undergoes an initial physical examination performed by a licensed medical examiner. Contractor shall provide a "fit-for-duty" statement to the County Project Manager no later than three (3) Business Days prior to a Guard or Supervisor beginning Work under the Agreement.
- 12.3 Following the initial physical exam, all Contractor Guards and Supervisors shall undergo physical exams annually thereafter. Results of these

examinations shall be maintained by Contractor in each respective Guard's and Supervisor's personnel file.

- 12.4 If the County Project Manager or designee determines that a Contractor Guard's or Supervisor's physical condition appears to be questionable, the County Project Manager or designee may require Contractor to (1) provide a current medical certification that Contractor warrants that the Guard or Supervisor is fit for duty, and/or (2) dismiss the Guard or Supervisor from providing Work under the Agreement.

13.0 CONTRACTOR FURNISHED UNIFORMS

- 13.1 Contractor shall furnish and provide uniforms for each of its Guards and Supervisors providing services under the Agreement. The uniforms must be the same for all assigned Guards and Supervisors.

- 13.2 The uniform shall consist of the following attire:

- 13.2.1 Trousers – Navy Blue or Black
- 13.2.2 Shirt/Blouse – White, Gray, Navy Blue or Black
- 13.2.3 Jacket – Navy Blue, Black, or Gray (Jacket Optional)
- 13.2.4 Belt – Solid Black, Basket Weave
- 13.2.5 Tie – Black (as-needed per County Project Manager request)
- 13.2.6 Tie Bar (per County Project Manager request)
- 13.2.7 Socks – Solid Black or Navy Blue
- 13.2.8 Shoes – Solid Black, Leather, and Military Type (low laced, plain-toed oxfords, with smooth finish)
- 13.2.9 Shoulder Patches, as required by Assembly Bill 1582, on both arms of uniform shirt/blouse and jacket
- 13.2.10 Rain Gear (as-needed)
- 13.2.11 Name Tags
- 13.2.12 Photo ID with name, to be in the immediate possession of Guard or Supervisor, and not visibly worn while on duty.

13.3 Contractor shall obtain written approval for the uniform and other related attire from the County Project Manager prior to beginning Work under the Agreement.

13.4 Contractor staff must keep uniforms clean and neatly pressed.

14.0 CONTRACTOR FURNISHED EQUIPMENT AND ACCESSORIES

14.1 Contractor shall furnish and provide all Guards and Supervisors with at least the following equipment/accessories:

14.1.1 Sam/Sally Browne (gun belt)

14.1.2 Handcuff case

14.1.3 Four (4) keepers

14.1.4 Key snap

14.1.5 One (1) heavy-duty 3-cell flashlight approved by County Project Manager

14.1.6 One (1) set handcuffs plus key

14.1.7 Badge

14.1.8 PR 24 baton or the ASP (24" or 26") expandable straight stick

14.1.9 Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster)

14.2 Armed Guards shall be limited to possessing the following firearms: Colt, Smith & Wesson or Sturm Ruger double-action, .38 Special or .357 Magnum caliber revolver, with blue steel, or low-gloss stainless steel finish. The firearm may be light, medium, or heavy frame, exposed or enclosed hammer-type, with a four (4) inch barrel length.

14.3 In addition to the equipment/accessories listed above, Contractor shall furnish and provide all armed Guards with the following:

14.3.1 Holsters specifically shaped to fit the firearm carried. Holsters shall be securely riveted, stitched, or bolted to the holster shank/belt loop, and shall fully cover the firearm's trigger guard opening when the firearm is holstered. No clamshell, automatic, or trick holsters of any kind shall be worn.

14.3.2 Ammunition pouch and "speed loader"

- 14.3.3 .38 caliber hollow point ammunition, either Winchester 110 grain +P+ or Spear 125 grain +P, semi-jacketed, within the following guidelines:
 - 14.3.3.1 All ammunition shall be factory loaded.
 - 14.3.3.2 Each armed Guard shall carry a minimum of 12 additional rounds for the firearm, in addition to the six loaded.
 - 14.3.3.3 Contractor shall replace all issued ammunition annually each January with new ammunition of the same type in accordance with this Subparagraph 14.3.3.
 - 14.3.3.4 All Contractor-issued ammunition shall be approved by the Department's Range staff. The County Project Director will schedule an inspection of the Contractor's ammunition with the Department's Weapons Training Unit.
- 14.4 All Contractor-furnished firearms must be registered to either the Contractor or the Guard or Supervisor.
- 14.5 All armed Guards and Supervisors must qualify with their firearm every four (4) months. Contractor shall be responsible for maintaining a file for tracking this information.
- 14.6 Contractor shall be responsible for the maintenance of all equipment/accessories listed in this Section 14.0, Contractor Furnished Equipment and Accessories, of this SOW.
- 14.7 Contractor shall maintain a current firearms list, which shall include the manufacturer, model, and serial number of the firearms used by Contractor's armed Guards and Supervisors. The firearms list shall be provided to the County Project Manager immediately upon request.
- 14.8 Contractor shall be responsible for keeping the firearms list current, adding and deleting Guards and Supervisors, and noting other changes as appropriate. Contractor shall provide the County Project Manager with updated lists immediately upon request.
- 14.9 Armed Guards:
 - 14.9.1 Contractor shall provide a completed firearms check-off list to County Project Manager when a new armed Guard or Supervisor begins Work under the Agreement. The completed check-off list

shall list all required firearms documentation and provide County with the assurance that all required documents are in Contractor's file. Contractor shall ensure all required firearms documentation is maintained in each Guard or Supervisor employee file.

- 14.9.2 The County Project Manager will review and verify the firearms check-off list file on at least an annual basis during the Term of the Agreement to ensure that the list is current and accurate.

15.0 CONTRACTOR FURNISHED VEHICLES

- 15.1 Contractor shall provide vehicles for use by its Supervisors for the sole purpose of conducting routine inspections of Guard performance at the various Locations listed on Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW.
- 15.2 Contractor shall also provide vehicles to a limited number of Guards who may be required to use vehicles to perform their assigned duties, as approved by County Project Manager.
- 15.3 Contractor's vehicles shall be clearly identified, and must be well maintained and kept clean at all times.
- 15.4 Contractor furnished vehicles shall at a minimum:
- 15.4.1 Satisfy all road safety standards as defined by California Vehicle Code or Department of Motor Vehicles;
 - 15.4.2 Be less than five (5) years old;
 - 15.4.3 Be in good condition/repair with no visible damage;
 - 15.4.4 Be properly marked with company name and logo; and
 - 15.4.5 Operate with tires in good condition at all times.
- 15.5 Contractor provided vehicles shall contain the following:
- 15.5.1 First aid kit
 - 15.5.2 5 lb. ABC type fire extinguisher
 - 15.5.3 Hand-held or vehicle spotlight
 - 15.5.4 Traffic cones

15.5.5 Flares

15.5.6 Yellow scene management (banner guard type) tape

15.6 Contractor shall maintain, and provide upon request by County Project Manager, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor-owned vehicles used by Guard and Supervisors providing services under the Agreement.

15.7 County Project Manager or designee may conduct periodic inspections of all Contractor vehicles used to provide services under the Agreement.

16.0 HOURS AND DAYS OF OPERATION

16.1 Contractor shall provide as-needed Guard Services on a twenty-four (24) hour, seven (7) days per-week basis. Work hours and days for all Guards and Supervisors will vary by County courthouse and/or Department-specified facility or Location. Department's guard staffing needs are provided in Attachment 2, County Security Staff Vacancy Levels and Contractor's Required Staffing, of this SOW. The number of guards is subject to change depending on the needs of the Department.

16.2 Contractor shall be responsible for the deployment of all Guards and Supervisors. Contractor Work shifts and staff deployment must be approved by the County Project Manager prior to Contractor beginning Work under the Agreement. Supervisors are scheduled at the discretion of Contractor.

17.0 COUNTY RECONIZED HOLIDAYS

17.1 Generally, Contractor shall not be required to provide Guard Services on County and/or Court-recognized holidays. In certain specific situations when Guards are required to provide twenty-four (24) hour, seven (7) days-per-week coverage, Contractor shall provide Guard Services on County and/or Court-recognized holidays.

17.2 If Guard Services are required by County on County and/or Court-recognized holidays, then Contractor shall be paid for providing Guard services on County and/or Court-recognized holidays at the straight-time Hourly Billing Rate, as stated on Exhibit C, Price Sheet, of the Agreement.

17.3 The County and/or Court-recognized holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County and/or Court-recognized holidays for each calendar year, annually.

18.0 TRAINING

- 18.1 Contractor shall provide training to all Guards and Supervisors assigned to provide services under the Agreement at Contractor's sole expense.
- 18.2 Training must focus on and relate directly to the Work requirements outlined throughout this SOW. Training shall comply with Paragraph 3.3 of this SOW.
- 18.3 All Guard and Supervisor training must be completed prior to a Guard or Supervisor beginning Work under the Agreement.
- 18.4 All required training certifications shall be validated, documented, and maintained in the Guard's or Supervisor's employee file in accordance with Section 4.0, Required Certificates and Licenses, of this SOW.
- 18.5 Contractor shall submit to the County Project Director a detailed training plan for its Guards and Supervisors, not less than ten (10) calendar days from the effective date of the Agreement. Such training plan shall include a description of the training, the number of classroom hours required, and training dates if scheduled.
- 18.6 Contractor shall submit a list of the training programs completed by all Contractor Guards and Supervisors identified to Work under the Agreement within thirty (30) calendar days from the effective date of the Agreement. Such list shall also include a schedule of ongoing training and future training requirements for Guards and Supervisors.
- 18.7 Contractor shall ensure that all firearms training is in compliance with the Security Guard Training Regulation prescribed by the California Department of Consumer Affairs. Such training is required for all armed Guards and all Supervisors, whether armed or not.
- 18.8 Bi-annual orientation will be facilitated by the Court Services Training Unit to all Contractor Guards and Supervisors. County Project Manager will determine the date, time, and location of said orientations. Contractor shall compensate Guards and Supervisors for attending the orientation at the Hourly Billing Rates specified in Exhibit C, Price Sheet, of the Agreement. Contractor shall backfill staffing for all Guard and Supervisor attending the orientation. This orientation may cover any changes in weapons screening procedures and reviews of existing Department policies and procedures.
- 18.9 Contractor shall ensure that all Contractor Guards and Supervisors assigned to provide services under the Agreement are provided with a copy of the following:
 - 18.9.1 Statement on Workplace Equality, attached hereto as Attachment 3, of this SOW.

- 18.9.2 Duties and Conduct of Security Officers and Security Assistants, attached hereto as Attachment 4, Civil Procedures, Security Duties and Conduct, of this SOW.
- 18.9.3 Prior to a Guard or Supervisor beginning Work under the Agreement, Contractor shall obtain a signed Acknowledgement of Receipt, attached hereto as Attachment 6, Acknowledgement of Receipt, of this SOW signed by each Guard or Supervisor and maintain a copy of such Acknowledgement of Receipt in Contractor Guard's or Supervisor's employee file. The original signed Acknowledgement of Receipt shall be sent to the County Project Manager along with the Contractor employee file.
- 18.10 Contractor shall be responsible for maintaining an employee file on each Contractor employee assigned to provide Guard Services under the Agreement. Each employee file shall contain the following information and documentation:
 - 18.10.1 Brief biographical sketch of the Guard or Supervisor
 - 18.10.2 Completed background investigation records
 - 18.10.3 Copies of current Guard cards, licenses, and certifications
 - 18.10.4 Training received from Contractor and dates of completion
 - 18.10.5 Copy of Acknowledgement of Receipt, attached hereto as Attachment 6, Acknowledgement of Receipt, of this SOW, signed by Contractor's employee.
- 18.11 The County Project Manager shall have the right, at any time, to audit training classes and inspect any employee training record or employee file, at the County Project Manager's discretion, to verify that Contractor is in compliance with requirements of the Agreement.

19.0 BACKGROUND INVESTIGATIONS

- 19.1 Contractor shall provide pre-background check results and documentation to the County Project Manager for approval prior to assignment of any Contractor Guard or Supervisor to perform services under this Agreement. The pre-background check shall include the following information:
 - 19.1.1 Verification of employee residence;
 - 19.1.2 Verification of employee phone number;

- 19.1.3 Verification of employee's California Driver's License or California State Identification; and
- 19.1.4 Verification of vehicle license plate number.
- 19.2 Contractor Guards and Supervisors may be provisionally approved pending results of the pre-background check if, at County Project Manager or designee's discretion, all standards have been satisfied.
- 19.3 All Contractor Guards and Supervisors providing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 19.4 All Contractor Guards and Supervisors must successfully pass the background check or be provisionally approved by the Department's Backgrounds Unit before the Guard or Supervisor can be assigned to provide Guard Services at any County courthouse or Department facility or Location. All clearances will be determined by the Department's Backgrounds Section, in its sole discretion.
- 19.5 In the event of non-clearance of Contractor staff, all disqualifying information is confidential and not reviewable by Contractor, guards or supervisors.
- 19.6 Contractor shall be responsible for reimbursement to, or direct payment to the Department for actual costs of performing each background investigation. The cost is approximately \$100 per proposed Guard or Supervisor, and will be charged to Contractor, whether an individual is cleared or not.
- 19.7 The Department will not accept Contractor's proposed Guards and Supervisors if background investigations disclose the following:
 - 19.7.1 Any felony conviction;
 - 19.7.2 Conviction for any sex crime; or
 - 19.7.3 Any pattern of irresponsible behavior including, but not limited to unsatisfactory driving or employment records.

- 19.8 The background investigation process is subject to change at any time, at the discretion of the County.

20.0 REPLACEMENT OF CONTRACTOR GUARDS AND SUPERVISORS

- 20.1 The County Project Manager may, at his/her sole discretion and without stating the cause, direct Contractor to replace any Guard or Supervisor within two (2) hours of notice from the County Project Manager. Contractor shall remove such Guard or Supervisor from his/her Post or assignment upon arrival of replacement Guard or Supervisor unless directed to remove employee sooner.
- 20.2 Contractor shall not reassign replaced Guards or Supervisors to any other County facility or Location under the Agreement without the advance written consent of the County Project Manager.

21.0 QUALITY CONTROL

- 21.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the Term of the Agreement that meets or exceeds all Work requirements. The Quality Control Plan shall be submitted to the County Project Manager for review at least ten (10) Business Days prior to Contractor beginning Work under the Agreement. In the event that the requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated Quality Control Plan to the County Project Manager. The Quality Control Plan shall include, but is not limited to the following:
- 21.1.1 Method of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
 - 21.1.2 Specific activities to be monitored either on scheduled or unscheduled basis.
 - 21.1.3 Methods of monitoring to include methods of verifying authenticity of reports, and methods to ensure quality of services.
 - 21.1.4 Frequency of monitoring.
 - 21.1.5 Samples of forms to be used in monitoring.
 - 21.1.6 Job title and level of guards performing monitoring functions.

- 21.1.7 Methods for ensuring that services will continue in the event of a strike of Contractor's employees.
- 21.2 Contractor shall provide the Department with Contractor's written policy and procedures regarding the licensing, certification, training and Work requirements for Guards and Supervisors assigned to provide Guard Services under the Agreement within ten (10) Business Days of the effective date of the Agreement.
- 21.3 Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records, and records of all inspections conducted by Contractor. These records shall include, but are not limited to, time a problem was first identified, clear description of the problem, corrective action taken, and time elapsed between identification and completed corrective action.

22.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under the Agreement on at least an annual basis using the quality assurance procedures as defined in Section 45.0, County's Quality Assurance Plan, of Exhibit A, Additional Terms and Conditions, of the Agreement.

22.1 Performance Evaluation Meetings

- 22.1.1 County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss status of the Agreement, new or on-going problems, and other issues. In the event that the County Project Manager issues a Contract Discrepancy Report, then the meeting will be scheduled within five (5) Business Days of issuance or at the discretion of the County Project Manager.
- 22.1.2 Contractor's failure to attend any such scheduled meeting may cause County to invoke County's right to terminate the Agreement for systematic, deliberate misrepresentation, or unacceptable levels of performance per Subparagraph 32.2.4 of this SOW and elsewhere in the Agreement.

22.2 Review of Inspection Records

- 22.2.1 Contractor shall, on a monthly basis, submit to County Project Manager, Contractor's Supervisors' scheduled and unscheduled Guard performance inspection records, see Exhibit J, Inspection Record, of the Agreement. The records shall include date of inspection, problem(s) identified, corrective action taken, and

time elapsed between identification of a problem and corrective action completed. County Project Manager will review all records to ensure that County's requirements set forth in the Agreement are being met.

22.2.2 In addition, Contractor Guard cards and firearm registrations may be inspected bi-annually by the County Project Manager. This is a scheduled inspection in the presence of the County Branch Supervisor. During the inspection, the County Branch Supervisor will verify the Guards required documentation.

22.2.3 Contractor shall submit a log that lists all Locations that the Supervisor visited during a shift and all inspection reports completed. This log shall be submitted to the County Project Manager on a monthly basis. Contractor and County shall mutually agree on the format of this log within three (3) Business Days prior to beginning Work on this Agreement.

23.0 CONTRACT DISCREPANCY REPORT

23.1 Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified by the County. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

23.2 County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. A sample Contract Discrepancy Report is attached as Exhibit H, Contract Discrepancy Report, of the Agreement.

23.3 Upon Contractor's receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager within ten (10) Business Days.

24.0 REPORTING REQUIREMENTS

24.1 Contractor's Supervisors shall maintain monthly inspection records and daily log sheets and incident reports, and Contractor shall submit these reports to the County Project Manager by the fifteenth (15th) calendar day of the following month.

24.2 Contractor shall maintain monthly inspection reports for each Location, as prepared by Supervisors. Such monthly inspection reports shall state whether Contractor Guards are in compliance with the terms and conditions

of the Agreement, whether any violations were found, and corrective action taken. These monthly inspection reports shall be submitted to the County Project Manager by the fifteenth (15th) calendar of the following month.

- 24.3 Contractor shall maintain a weekly log sheet at each Post. Guards shall sign in upon arrival at Post and sign out at the end of each shift. Supervisors shall also sign in and out at each facility or Location when conducting inspections, per Paragraph 9.14 of this SOW. In addition, Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured areas, property damage, bodily injury, etc. These weekly logs shall be attached to the monthly invoices for payment, which shall be submitted in accordance with the Section 10.0, Invoices and Payments, of the Agreement.
- 24.4 All Guards shall immediately report any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to the County Branch Supervisor. All Guards shall immediately follow up on these verbal incident reports by preparing written reports describing the incidents in detail, and submitting them to the County Branch Supervisor and the County Project Manager before the end of the shift, or if incidents occur during after-hours (6:00 p.m. to 6:00 a.m.).

25.0 TRANSITION PERIOD

- 25.1 In order to ensure continuous as-needed security guard services for County, Contractor shall Work concurrently under the Agreement with the previous as-needed security guard service provider for a period of time which is estimated to not exceed thirty (30) calendar days.
- 25.2 The County, Contractor, and previous as-needed security guard service provider shall coordinate the transition to allow Contractor to phase in, and previous provider to phase out. During this transition period, Contractor shall make necessary adjustments, changes, and revisions to its procedures, schedules, and reports to allow for effective and efficient handling of the Agreement.
- 25.3 Contractor shall, prior to Agreement termination or expiration, fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of County's day to day operations due to the unavailability of the Work during such transition, in accordance with Paragraph 8.2, Exhibit A, of the Agreement.

26.0 COUNTY RESPONSIBILITIES

- 26.1 County Project Director, County Project Manager or their designee will monitor Contractor's performance in the daily operation of the Agreement.
- 26.2 County Project Director, County Project Manager or designee will provide direction to Contractor in areas relating to policy, information, and procedural requirements.
- 26.3 The County shall have the right to add or delete facilities, Locations, and/or courthouses to the list set forth on Attachment 1, County Courthouses and Other Sheriff's Facilities, of this SOW during the Term of the Agreement. The addition or deletion of courthouses will be based on the required staffing and policies of the court. In the event that facilities, Locations, and/or courthouses must be added or deleted, County will give Contractor at least five (5) Business Days advance written notice.
- 26.4 The addition and/or deletion of a facility, Location, and/or courthouse may require that Contractor and County draft a revised staffing and work plan as outlined in this Section 6.0, Contractor's Staffing Plan, of this SOW.

27.0 COUNTY FURNISHED EQUIPMENT

- 27.1 County may furnish and provide hand-held radios and radio holders, at no cost to Contractor, to be used by Contractor Guards and Supervisors only in connection with the performance of services under the Agreement.
- 27.2 County will provide regular maintenance, repair, or replacement for radio equipment and holders caused by reasonable wear and tear.
- 27.3 Contractor shall be responsible for the loss or damage, other than the normal wear and tear, of the radio equipment during the Term of the Agreement (or during Contractor's use of such equipment).

28.0 CONTRACTOR'S RESPONSIBILITIES FOR COUNTY FURNISHED EQUIPMENT

- 28.1 Contractor shall not make any alterations to County-furnished radios and radio holders without the prior written authorization by the County Project Manager.
- 28.2 Contractor shall report to the County Project Manager any improperly working or defective County-furnished equipment within twenty-four (24) hours of Contractor's notification by the Guard or Supervisor.

29.0 COUNTY OBSERVATIONS

In addition to Department's contracting staff, other County officers may observe performance, activities, and review incident logs and/or incident reports relevant to the Agreement at any time during normal business hours. County shall have the right to review Contractor employee Guard and Supervisor records as they pertain to the Agreement. However, County may not unreasonably interfere with the Contractor's performance of the Agreement.

30.0 COUNTY INSPECTIONS

30.1 Contractor shall be prepared to make its Guards, Supervisors, facilities, vehicles, and techniques available for inspection at reasonable times without prior notice by representatives of the County and/or the State of California to review its operations.

30.2 Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time.

31.0 COURT APPEARANCES

31.1 County will pay for Contractor Guard's and Supervisor's court appearances in the event that the Guards and Supervisors are called upon as a witness to appear in court for a job-related incident. Contractor shall invoice County separately for such cost at the Hourly Billing Rate set forth in Exhibit C, Price Sheet, of the Agreement, and must attach a copy of the subpoena, or the police report or the incident report if no subpoena was issued.

31.2 If such court appearance occurs during a summoned Guard's or Supervisor's normal Work shift, Contractor shall provide a substitute Guard or Supervisor to fill in, who shall be compensated at the Hourly Billing Rate in accordance with Exhibit C, Price Sheet, of the Agreement.

ATTACHMENT 1

County Courthouses and Other Sheriff's Facilities

Central Bureau	
Central Arraignment Courts	429 Bauchet St., Los Angeles, CA 90012
Central Civil West Courthouse	600 South Commonwealth Ave., Los Angeles, CA 90005
Clara Shortridge Foltz Criminal Justice Center	210 West Temple Street, Los Angeles, CA 90012
Hollywood Courthouse	5925 Hollywood Blvd., Los Angeles, CA 90028
Metropolitan Courthouse	1945 South Hill Street, Los Angeles, CA 90007
Stanley Mosk Courthouse	111 North Hill Street, Los Angeles, CA 90012
East Bureau	
Alhambra Courthouse	150 West Commonwealth, Alhambra, CA 91801
Bellflower Courthouse	10025 East Flower Street, Bellflower, CA 90706
Burbank Courthouse	300 East Olive, Burbank, CA 91502
Compton Courthouse	200 West Compton Blvd., Compton, CA 90220
Downey Courthouse	7500 East Imperial Highway, Downey, CA 90242
East Los Angeles Courthouse	4848 E. Civic Center Way , Los Angeles, CA 90022
Eastlake Juvenile Court	1601 Eastlake Avenue, Los Angeles, CA 90033
Edmund D. Edelman Children's Court	201 Centre Plaza Drive, Monterey Park, CA 91754
El Monte Courthouse	11234 East Valley Blvd., El Monte, CA 91731
Glendale Courthouse	600 East Broadway, Glendale, CA 91206
Huntington Park Courthouse	6548 Miles Ave., Huntington Park, CA 90255
Kenyon Juvenile Justice Center	7625 South Central Avenue, Los Angeles, CA 90001
Los Padrinos Juvenile Courthouse	7281 East Quill Drive, Downey, CA 90242
Mental Health Dept. 95 Courthouse	1150 North San Fernando Rd, Los Angeles, CA 90065
Norwalk Courthouse	12720 Norwalk Blvd., Norwalk, CA 90650
Pasadena Courthouse	300 East Walnut Ave., Pasadena, CA 91101

Pomona Courthouse North	350 West Mission Blvd., Pomona, CA 91766
Pomona Courthouse South	400 Civic Center Plaza, Pomona, CA 91766
West Covina Courthouse	1427 West Covina Parkway, West Covina, CA 91790
Whittier Courthouse	7339 South Painter Ave., Whittier, CA 90602
West Bureau	
Airport Courthouse	11701 S. La Cienega, Los Angeles, CA 90045
Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J, Lancaster, CA 93534
Beverly Hills Courthouse	9355 Burton Way, Beverly Hills, CA 90210
Chatsworth Courthouse	9425 Penfield Ave., Chatsworth, CA 91311
Inglewood Courthouse	One Regent Street, Inglewood, CA 90301
Inglewood Juvenile Courthouse	110 Regent Street, Inglewood, CA 90301
Long Beach Courthouse	415 West Ocean Blvd., Long Beach, CA 90802
Malibu Courthouse	23525 Civic Center Way, Malibu, CA 90265
Michael Antonovich Antelope Valley Courthouse	42011 4th Street West, Lancaster, CA 93534
San Fernando Courthouse	900 Third Street, San Fernando, CA 91340
San Pedro Courthouse	505 South Centre Street, San Pedro, CA 90731
Santa Clarita Courthouse	23747 West Valencia Blvd., Santa Clarita, CA 91355
Santa Monica Courthouse	1725 Main Street, Santa Monica, CA 90401
Sylmar Juvenile Courthouse	16350 Filbert Street, Sylmar, CA 91342
Torrance Courthouse	825 Maple Ave., Torrance, CA 90503
Van Nuys Courthouse East	6230 Sylmar Ave., Van Nuys, CA 91401
Van Nuys Courthouse West	14400 Erwin Street Mall, Van Nuys, CA 91401
West Los Angeles Courthouse	1633 Purdue Ave., Los Angeles, CA 90025
Additional Locations	
S.T.A.R.S. Center	11515 South Colima Road, Whittier, CA 90604
University Building	101 Centre Plaza Drive, Monterey Park, CA 91754

ATTACHMENT 2

COUNTY SECURITY STAFF

VACANCY LEVELS

AND

CONTRACTOR'S REQUIRED

STAFFING

County Security Staff Vacancy Levels and Contractor's Required Staffing

BUREAU	PERIMETER SECURITY TOTALS		
	Long Term VACANCIES	Short Term VACANCIES	GUARDS REQUIRED
CENTRAL BUREAU	11.30	5.00	16.30
EAST BUREAU	11.00	8.00	19.00
WEST BUREAU	8.00	2.00	10.00
UNIVERSITY/STAR	4.00	-	4.00
TOTAL DIVISION	34.30	15.00	49.30

CENTRAL BUREAU	SECURITY OFFICER			SECURITY ASSISTANT		
	Budgeted Positions	Long Term	Short Term	Budgeted Positions	Long Term	Short Term
CLARA SHORTRIDGE FOLTZ (CCB)	5.00		1.00	7.00		
METROPOLITAN	5.00			7.00		1.00
METROPOLITAN (After - Hours)	2.90	2.90				
STANLEY MOSK COURTHSE (CCH)	9.00			20.00	4.00	3.00
CCH (After - Hours)	4.40	4.40				
TOTAL CENTRAL BUREAU	26.30	7.30	1.00	34.00	4.00	4.00

EAST BUREAU	SECURITY OFFICER			SECURITY ASSISTANT		
	Budgeted Positions	Long Term	Short Term	Budgeted Positions	Long Term	Short Term
COMPTON	5.00	1.00		9.00		1.00
EAST LOS ANGELES	3.00			4.00		1.00
EASTLAKE JUVENILE	3.00		2.00	1.00		
EDELMAN CHILDREN'S	3.00			4.00	1.00	1.00
EL MONTE	4.00		2.00	2.00	1.00	
GLENDALE	1.00	1.00		2.00	1.00	
HUNTINGTON PARK	3.00			1.00	1.00	
LOS PADRINOS JUVENILE	1.00			2.00	1.00	
PASADENA	2.00			5.00	2.00	
POMONA NORTH	1.00			2.00		1.00
POMONA SOUTH	3.00			2.00	1.00	
WHITTIER	2.00	1.00		1.00		
TOTAL EAST BUREAU	31.00	3.00	4.00	35.00	8.00	4.00

WEST BUREAU	SECURITY OFFICER			SECURITY ASSISTANT		
	Budgeted Positions	Long Term	Short Term	Budgeted Positions	Long Term	Short Term
ANTELOPE VALLEY(ANTONOVICH)	6.00	1.00		4.00		
CHATSWORTH	3.00			3.00	1.00	
SANTA CLARITA	2.00			2.00	1.00	
TORRANCE (incl REDONDO BCH)	3.00			3.00	1.00	1.00
VAN NUYS EAST	4.00	1.00	1.00	6.00	1.00	
VAN NUYS WEST	3.00			4.00	1.00	
WEST L.A.	2.00	1.00		2.00		
TOTAL WEST BUREAU	23.00	3.00	1.00	24.00	5.00	1.00

ATTACHMENT 3

STATEMENT ON WORKPLACE EQUALITY

This Statement on Workplace Equality is intended to preserve the dignity and professionalism of the workplace as well as protect the right of County employees and participants to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of the law enforcement profession as a whole and to the core values of the Los Angeles County Sheriff's Department. Discrimination, harassment and retaliation are also illegal under local, state, and federal law.

The Department will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition, nor will it tolerate unlawful harassment or retaliation. As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Contractor personnel are responsible for conducting themselves in accordance with this Statement on Workplace Equality. Violations will lead to prompt and appropriate Departmental action including, but not limited to, investigation, relocation and/or removal from County assignment, and/or revocation of background clearance.

All Contractor personnel are responsible for understanding the definitions of prohibited conduct contained in this Statement on Workplace Equality.

"Discrimination" is the disparate or adverse treatment of an individual based on or because of that individual's sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition.

"Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offense, or abusive working environment.

Harassment of an individual because of the individual's race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, or medical condition is also discrimination and prohibited by federal and/or state civil rights statutes. "Discriminatory harassment other than sexual" is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

"Third-person harassment" is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

"Inappropriate conduct toward others" is any physical, verbal, or visual conduct based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40

and over), disability, sexual orientation, marital status, or medical condition when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate the statement of workplace equality. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for removal, relocation, or revocation of background clearance. Similarly, the conduct need not be unwelcome to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate the statement of workplace equality.

"Retaliation" is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this statement of workplace equality or the law or participating in an investigation or otherwise exercising their rights or performing their duties under this statement or the law.

Depending on the facts and circumstances, the following are examples of conduct that may violate this statement of workplace equality:

- Posting, possessing, sending soliciting or displaying in the workplace sexually suggestive, racist, "hate-site" related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another's body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially, or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;

- Verbal conduct such as comments or gestures about a person's physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual's passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition may also violate this Statement on Workplace Equality.

ATTACHMENT 4

CIVIL PROCEDURES

SECURITY DUTIES AND CONDUCT

CIVIL PROCEDURES

4-03/000.00

DUTIES AND CONDUCT

TOC

Duties and conduct for Security Officers and Security Assistants while in the performance of their duties.

4-03/010.00

INTRODUCTION

TOC

The provision and maintenance of adequate security measures throughout the County of Los Angeles Court System, and various other County facilities, is the primary responsibility of both Security Officers and Security Assistants.

The ever-present threats of courthouse disruption, violence, unauthorized access, theft, vandalism, and other crimes demands the implementation of a positive and effective security program to prevent or minimize these hazards.

In both its planning and procedural aspects, security is an operational problem with features unique to each facility and its occupants. To ensure adequate and effective security measures and procedures, responsibility must be delineated and individually placed within each facility.

4-03/015.00

DUTIES

TOC

It is the duty of each Security Officer and Security Assistant to be at their post of assignment during working hours, and remain highly visible at all times, and follow the rules and guidelines established by Department Manual of Policy and Procedures, Court Services Division Manual, and Court Services Division Directives.

Security personnel will also be required to monitor the areas in and around their fixed post. Be observant for disturbances, violations of fire safety standards, and report hazards such as blocked exits, and slippery floors.

Security personnel should be aware of points of interest in and around the courthouse. It is not uncommon for an officer to be asked where such places are located. Provide this information in a polite manner.

4-03/020.00

RESPONSIBILITIES

TOC

The major responsibility of the Security Officer and Security Assistant is prevention of incidents or offenses. A Security Officer and/or Security Assistant must be highly visible. By remaining visible, security personnel may discourage anyone who might be considering theft, damage, or personal injury to persons or property.

CIVIL PROCEDURES

Security personnel must be alert, listen carefully, and be ever watchful. Prevention of entry of persons who are disruptive, abusive, and/or intoxicated is accomplished by being alert to all who enter your facility. Be aware of warning signs of various problems which may surface ahead of time, such as body language, tone of voice, slurred speech, manner and style of dress, eye movements, etc.

It is the responsibility of security personnel to be thoroughly familiar with the Security Plan of their facility. Only with complete knowledge and familiarity can security personnel act quickly and efficiently in any given situation. If an offense or incident does occur, security personnel must remain calm, observe and remember events, and report the occurrence to their supervisor.

4-03/025.00

AUTHORITY

TOC

Security Officers and Security Assistants are not peace officers. Security personnel do not perform the same duties, receive the same training, or have the same powers under the California Penal Code as peace officers.

Security Officers and Security Assistants are public officers, (as defined in 831.4 P.C.), employed by the Sheriff of a County, whose primary duty is the security of a location or facility with respect to the patrons, employees, and properties of the employing County as directed by the Sheriff.

All security personnel should be reminded that the protection of people and property are their primary duties. Whereas, peace officers protect people, property, and enforce laws.

If a law is violated, peace officers are required to pursue and apprehend the responsible person(s). Security personnel's primary role is that of an observer and reporter. Under certain circumstances, it may become necessary for a Security Officer to pursue a violator only in tandem with a sworn Department member. (Refer to Court Services Division Manual, Security Volume Section 4-03/025.10 - Foot Pursuit Policy For Security Personnel). Record all pertinent information and provide it to the proper law enforcement agency.

A Security Officer is responsible to observe, deter, pursue, and detain persons who have committed a crime on County property. However, they shall never independently place a person under arrest, but must detain the person for further investigation by peace officer personnel. The penal code defines "arrest" as the taking of a person(s) into custody, in a case and in the manner authorized by law. An arrest may be made by a peace officer or by a private person (834PC).

CIVIL PROCEDURES

4-03/025.05

RELATIONS WITH PEACE OFFICERS

TOC

Security personnel should maintain a good working relationship with other Sheriff personnel and law enforcement agencies. Security personnel must avoid doing any of the following:

- Never play "cop".
- Do not mislead people. Because of the uniform, the public may perceive security personnel as peace officers. Security personnel are not to imply or represent that they are peace officers.

During an emergency, security personnel should not interfere with peace officers who may be on the scene. However, do cooperate to the fullest extent possible when called upon to assist.

4-03/025.10

FOOT PURSUIT POLICY FOR SECURITY PERSONNEL

TOC

Security officers shall not engage in a foot pursuit unless in tandem with a sworn Department member. If a security officer becomes involved as an assisting partner in a foot pursuit and is directed by the sworn member to put out a broadcast, the security officer shall be prepared to provide the following information in a timely manner:

- Officer identifier
- Suspect(s) exact location and description
- Reason for the foot pursuit
- Whether suspect is armed

Security Assistants shall not go in foot pursuit.

(Refer to Manual of Policy and Procedures section 5-09/220.50 - Foot Pursuits)

4-03/030.00

ATTITUDE

TOC

Security personnel shall serve the Sheriff's Department loyally and discreetly, and will not display poor judgment or fail to support fellow employees in the lawful performance of their duties.

Security personnel shall always maintain a professional demeanor. They shall perform their duties in a calm, but firm manner, acting together to assist and protect each other and County property.

Security personnel shall direct and coordinate their efforts in a manner which will establish and maintain the highest level of professionalism. Watching television,

CIVIL PROCEDURES

reading newspapers, books, magazines, eating, and smoking are prohibited while working an assigned area except during a break or lunch. Breaks and lunch shall be taken in a designated area or away from assigned post and out of view of the public, especially if eating or talking on a cell phone.

Security personnel should be aware of points of interest in and around the courthouse. It is not uncommon for an officer to be asked where such places are located. Provide this information in a polite manner.

People will remember their encounters with you, both good and bad. This will be retained for weeks or even months. Security personnel should remember they are often the first contact many people have with the court system. The impression security personnel make may have a lasting impression, positive or negative on the public's view or opinion of the Sheriff's Department.

ATTACHMENT 5

VOLUME 3 - CHAPTER 3

UNIFORM AND SAFETY EQUIPMENT

3-03/000.00 DEPARTMENTAL AUTHORITY

3-03/000.05 AUTHORITY OF THE SHERIFF - UNIFORM AND SAFETY EQUIPMENT

The Sheriff has final authority on matters pertaining to official uniforms, safety equipment and identification items.

3-03/000.10 UNIFORM AND SAFETY EQUIPMENT COMMITTEE

The Sheriff has established a Uniform and Safety Equipment Committee to formulate standards and consider proposed changes in official uniforms, safety equipment and identification items and make recommendations to the Executive Planning Council. The Executive Planning Council has authority to approve specific types of uniform and safety equipment items. The Committee is comprised of the following members:

Voting Members

- One representative from each Division, as selected by the respective Division Chief. A Commander of the Leadership and Training Division, shall serve as the Chairman of the Committee,
- One representative from A.L.A.D.S., who shall serve in accordance with the Memoranda of Understanding for Peace Officers,
- One representative from P.P.O.A., who shall serve in accordance with the Memoranda of Understanding for Supervisory Peace Officers,
- One female representative, selected by female command-level personnel, who will represent the Department at- large.

Advisory Members

The Chairman of the Uniform and Safety Equipment Committee may appoint advisory members as needed. The following members shall always be included:

- Captain of Training Bureau,
- Director of Personnel Administration.

3-03/000.15 OFFICIAL RECORDS OF THE UNIFORM AND SAFETY EQUIPMENT COMMITTEE

A Commander from the Leadership and Training Division shall serve as the Chairman of the Uniform and Safety Equipment Committee, and shall be responsible for maintaining the official records of all committee actions.

The Central Supply/Logistics Section of the Administrative Services Division shall:

- Maintain a file of specifications for approved uniform apparel, safety equipment and uniform identification items,
- Establish purchasing and issuing procedures,
- Maintain records of members who have received Department-issued uniforms and safety equipment.

The Director of Personnel Administration is responsible for the official records pertaining to identification items.

Personnel Administration shall issue and account for official badges, flat badges and identification cards.

3-03/010.00 GENERAL PROVISIONS - UNIFORM AND SAFETY EQUIPMENT

3-03/010.05 REQUIREMENTS/INSPECTIONS - UNIFORM AND SAFETY EQUIPMENT

Unless otherwise indicated, uniform and identification items described in this chapter apply to all uniformed members, both male and female.

Only uniform apparel, safety equipment and identification items specifically approved by the Sheriff and/or the Executive Planning Council are authorized to be worn, carried and/or used by Department members. Items not approved are specifically prohibited. The omission of an item shall not be construed as tacit approval.

Unit Commanders, as part of their management function, shall hold regular inspections to ensure that assigned members wear, carry and use only approved items in the prescribed manner.

3-03/010.10 WHO SHALL POSSESS UNIFORMS

Every sworn member shall possess, at all times, a complete Class A uniform and Department-issued safety equipment in serviceable condition and identification items sufficient to perform uniformed field duty.

All uniformed civilian members shall possess the prescribed uniform, identification and issued equipment required for their classification.

A current list of uniformed civilian classifications shall be maintained by Employee Relations/Advocacy Services.

3-03/010.15 EXEMPTION FROM UNIFORM REQUIREMENTS

During times of emergency, when a specified article of apparel or safety equipment cannot be obtained, or when the specifications cannot be maintained, due to the affects of such an emergency, the Sheriff has the authority to order exceptions as warranted.

3-03/010.20 EMPLOYEE COMMENTS

Employees may submit comments or proposals about items of uniform apparel, safety equipment or identification, or about the wearing of such items, or the adoption of uniform or safety equipment items on an SH-AD-32A, through channels, to their Division Uniform and Safety Equipment Committee representative. Comments/proposals must include a complete description of the item, together with photographs or samples, if possible.

3-03/010.25 OPTIONAL UNIFORM ITEMS

All items identified in this chapter as "optional" shall be purchased at the employee's expense. Optional items may be worn, carried or used only when authorized in accordance with this chapter.

3-03/020.00 SPECIAL UNIFORM NEEDS

Members assigned to perform the below listed duties are deemed to have special clothing and safety equipment needs:

- Arson/Explosives Detail,
- Beach patrol,
- Bicycle teams,
- Canine handlers,
- Commercial Traffic Enforcement,
- Emergency Services Detail,
- Harbor Patrol,
- Motorcycle Patrol,
- Mounted Enforcement,
- Pilots and observers,
- Recruit trainees,
- Search and Rescue Teams,
- Special Weapons teams,
- Training instructors.

These members may wear special clothing items specified in section 3-03/070.25 when authorized by the Undersheriff. Other items may also be worn, but only when directed by, and only those items approved by, their concerned Division Chief and Undersheriff. Any special clothing is optional and may be worn only while performing those duties

pertaining to their specialized positions. Only safety equipment items specified in this chapter may be worn, carried or used while performing those duties.

3-03/030.00 WEARING UNIFORMS

3-03/030.10 WHO SHALL WEAR UNIFORMS

Uniformed members shall wear the approved uniform, safety equipment and identification items appropriate for their rank, classification and/or assignment during their tour of duty.

Department members shall not wear full or partial uniforms, safety equipment or Department identification items while off-duty which would identify them as uniformed members of the Sheriff=s Department. Uniforms may be worn by members while traveling to and from their work location provided all clothing or equipment identifying the Department is covered. Any exceptions shall be authorized by the member=s Unit Commander prior to the off-duty activity. Funerals are an exception to this policy.

This policy shall not preclude off duty members from carrying concealed an approved weapon and/or identification.

3-03/030.15 EXEMPTIONS FROM WEARING UNIFORMS

The following members are exempt from wearing a uniform during normal duty:

- Sheriff,
- Undersheriff,
- Assistant Sheriff(s),
- Division Chiefs,
- Area Commanders,
- Captains,
- Unit Commanders,
- Sworn members assigned to Detective Division,
- Members assigned to duty wherein the wearing of a uniform is impractical and where prior exemption has been granted.

Members may be excused from wearing certain items of uniform and safety equipment by the officer in charge of a detail when the removal of these items may protect the member from possible injury.

3-03/030.20 MANNER OF WEARING UNIFORMS

Uniforms shall be worn in a military manner with uniform buttons secured at all times. Nothing shall be carried in the pockets of the uniform shirt which produces an obvious bulge or protrusion.

Exception: A pen and pencil and flat badge case may be carried in the left breast pocket.

3-03/030.25 WEARING UNIFORMS ON FORMAL OCCASIONS

A complete Class A uniform shall be worn by sworn members officially representing the Department on formal occasions such as:

- Building or Station dedications,
- Department graduations,
- Parade participation,
- Ceremonial functions,
- Flag Day,
- Law enforcement memorial service,
- Funerals,
- Honor guard.

Sworn members scheduled to participate as a Department representative in any ceremony in connection with such formal occasions shall wear the uniform specified by the Department announcement or directive. The executive uniform shall be worn when so directed.

Sworn members attending such formal occasions as spectators need not wear headgear unless specifically instructed.

3-03/030.35 MIXING CIVILIAN AND UNIFORM CLOTHING

No distinguishable part of any uniform which would identify the wearer as a member of the Department shall be worn in public in conjunction with civilian clothes.

3-03/030.40 WEARING JEWELRY

When wearing the uniform, all visible jewelry shall be limited to rings and watches. Visible necklaces and ornamental bracelets or anklets shall not be worn while in uniform. Uniformed female members with pierced ears are permitted to wear a single stud earring (no larger than 3/8 inch diameter) in each ear lobe.

The Medic Alert necklace and bracelet are exceptions to the above regulations.

The aforementioned dress standards shall be adhered to and enforced by all Unit Commanders.

3-03/030.45 INCLEMENT WEATHER UNIFORM

During inclement weather, Unit Commanders may approve a "Code B," allowing uniformed members who must work in the weather conditions to wear the Class B uniform to approximate the standard Class A uniform.

3-03/040.00 MAINTENANCE AND INSPECTIONS - UNIFORM AND SAFETY EQUIPMENT

3-03/040.05 MAINTAINING UNIFORMS AND SAFETY EQUIPMENT

Approved uniforms, safety equipment and identification items shall be maintained at all times in a clean, serviceable condition, ready for immediate use. Items shall be replaced when they are worn, damaged, present an unacceptable appearance or do not meet current specifications.

3-03/040.10 INSPECTION OF NEW ARTICLES

Uniformed members shall secure approval of all newly purchased uniform and safety equipment items from their Watch Commander who shall personally inspect the items to ensure that all specifications are met.

3-03/040.15 OFFICIAL INSPECTIONS

Uniformed members are subject to inspection of all uniform, safety equipment and identification items to ensure that:

- Only approved items are worn and/or carried,
- Items are worn in the approved manner,
- Items are clean, properly maintained and serviceable,
- Members have in their possession all required items,
- Items fit properly.

Shift Inspections

Watch Commanders shall conduct daily inspections to ensure that articles of the uniform of the day, safety equipment and identification are as prescribed for that assignment.

Special Details

The supervisor calling the roll for special details shall conduct shift inspections.

3-03/040.20 INSPECTION REPORTS - UNIFORM AND SAFETY EQUIPMENT

Supervisors conducting inspections shall report violations of uniform and safety equipment regulations on an SH-AD 32A, through channels, to the concerned Unit Commander.

ATTACHMENT 6

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of Attachment 3 (Statement on Workplace Equality) and Attachment 4 (Civil Procedures: Security Duties and Conduct) of the Agreement by and between County of Los Angeles and RMI International, Inc. for As-Needed Security Guard Services.

I have read and understand the contents of Attachment 3 (Statement of Workplace Equality) and Attachment 4 (Civil Procedures: Security Duties and Conduct) of the Agreement by and between County of Los Angeles and RMI International, Inc. for As-Needed Security Guard Services and will act in accordance with these policies and procedures as a condition of my employment with RMI International, Inc. while providing services to the County of Los Angeles.

I understand that if I have questions or concerns at any time about the policies and procedures, I will consult my immediate supervisor, branch manager, or Human Resources staff for RMI International, Inc.

Please read the Attachments carefully to understand these policies and procedures before you sign this document.

Contractor Employee Signature

Date

Contractor Employee Name (Please Print)

EXHIBIT C

PRICE SHEET

PRICE SHEET

Price Sheet includes the Hourly Billing Rates and the actual payment rates for armed and unarmed security Guards and Supervisors for the Initial Term and all Option Terms. These Hourly Billing Rates shall remain firm and fixed for the Term of the Agreement.

PRICING SHEET SUMMARY FOR SECURITY SERVICES

INITIAL TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY RATE TO EMPLOYEES
Security Guard, Armed	\$19.55	\$11.00 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Security Guard, Unarmed	\$18.05	\$10.00 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Supervisor	\$20.62	\$12.00 + \$1.25 OPTION PAY/MEDICAL BENEFITS
OPTION TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY RATE TO EMPLOYEES
Security Guard, Armed	\$20.00	\$11.33 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Security Guard, Unarmed	\$18.49	\$10.30 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Supervisor	\$21.14	\$12.36 + \$1.25 OPTION PAY/MEDICAL BENEFITS
OPTION TERM YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY RATE TO EMPLOYEES
Security Guard, Armed	\$20.50	\$11.67 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Security Guard, Unarmed	\$18.95	\$10.61 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Supervisor	\$21.67	\$12.73 + \$1.25 OPTION PAY/MEDICAL BENEFITS

OPTION TERM YEAR 3		
POSITION	HOURLY BILLING RATE	HOURLY RATE TO EMPLOYEES
Security Guard, Armed	\$21.01	\$12.02 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Security Guard, Unarmed	\$19.41	\$10.93 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Supervisor	\$22.22	\$13.11 + \$1.25 OPTION PAY/MEDICAL BENEFITS
OPTION TERM YEAR 4		
POSITION	HOURLY BILLING RATE	HOURLY RATE TO EMPLOYEES
Security Guard, Armed	\$21.54	\$12.38 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Security Guard, Unarmed	\$19.89	\$11.26 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Supervisor	\$22.79	\$13.51 + \$1.25 OPTION PAY/MEDICAL BENEFITS
OPTION TERM 6 MONTHS		
POSITION	HOURLY BILLING RATE	HOURLY RATE TO EMPLOYEES
Security Guard, Armed	\$21.81	\$12.57 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Security Guard, Unarmed	\$20.14	\$11.42 + \$1.25 OPTION PAY/MEDICAL BENEFITS
Supervisor	\$23.08	\$13.71 + \$1.25 OPTION PAY/MEDICAL BENEFITS

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: RMI INTERNATIONAL INC

Address: 8125 SOMERSET BLVD PARAMOUNT CA 90723

Internal Revenue Service Employer Identification Number: 95-4760870

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Authorized Official's Printed Name and Title: RICHARD RODRIGUEZ, PRESIDENT, CEO

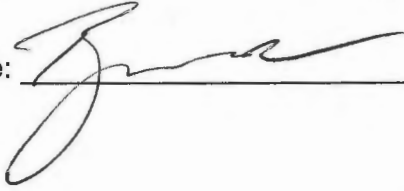
Authorized Official's Signature:  Date: JUNE 11, 2013

EXHIBIT E1

**CONTRACTOR'S EMPLOYEE
ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

AND

EXHIBIT E2

**CONTRACTOR'S NON-EMPLOYEE
ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 3

Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles in jail facilities and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

EXHIBIT E1

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 3

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment, including, but not limited to, executing an assignment and transfer of copyright.

Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Manager as proprietary marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

EXHIBIT E1

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Page 3 of 3

I acknowledge that violation of this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 3

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles in jail facilities and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and have taken due time to consider it prior to signing.

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 3

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement, including, but not limited to, executing an assignment and transfer of copyright.

Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Manager as proprietary marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

EXHIBIT E2

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Page 3 of 3

I acknowledge that violation of this Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

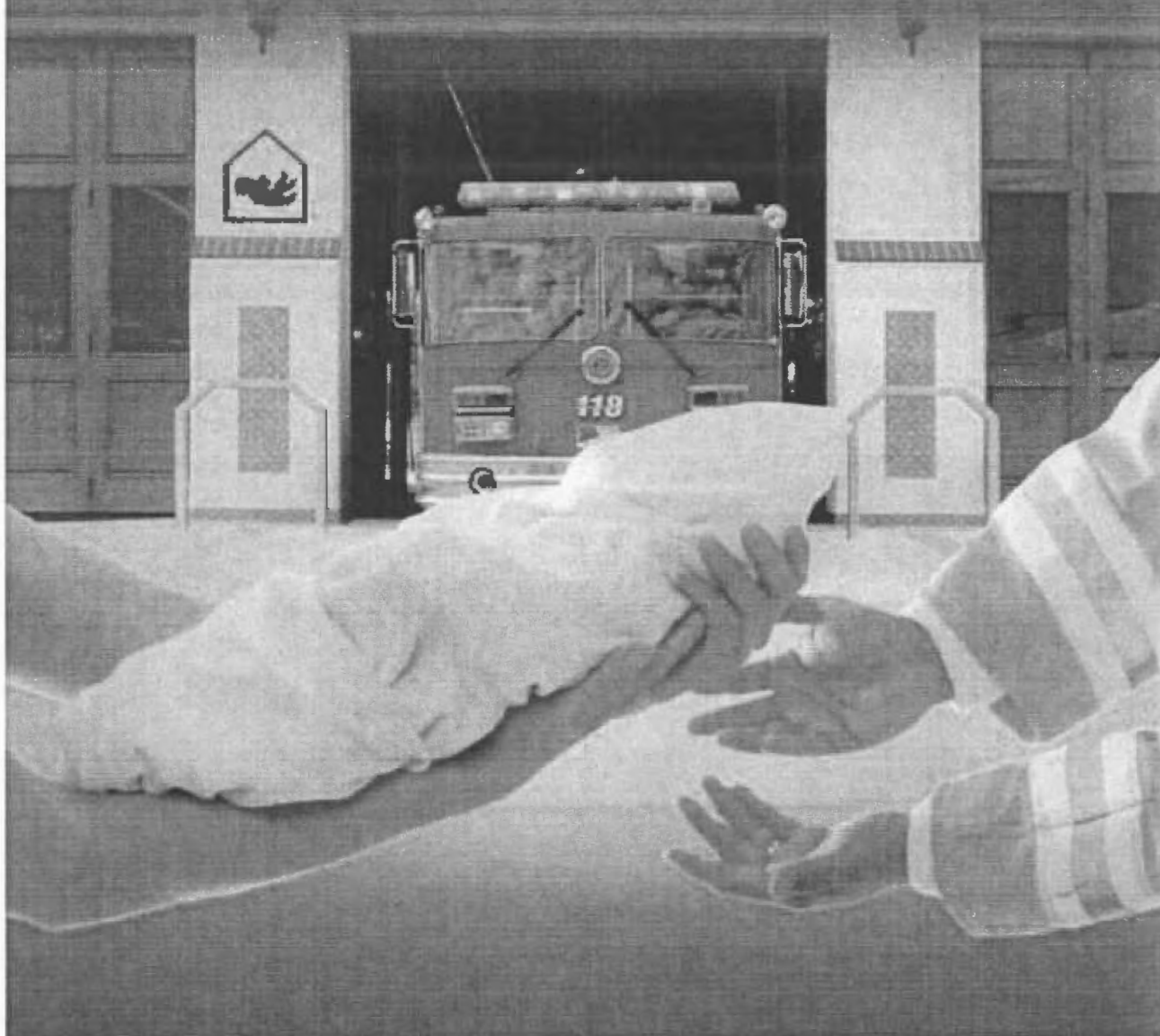
POSITION: _____

EXHIBIT F

SAFELY SURRENDERED

BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafets.org



County of Los Angeles
Sheriff's Department

RMI International, Inc. Agreement
Exhibit F – Safely Surrendered Baby Law

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

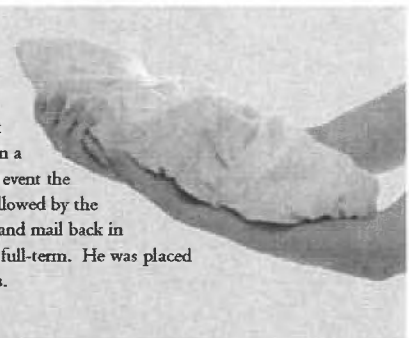
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

Contract Discrepancy Report

Prepared By: _____

Date: _____

Contractor: _____

Returned by Contractor: _____

Discrepancy Problems

Signature of County Representative

Date

Contractor Response (Cause and Corrective Action)

Signature of Contractor Representative

Date

County Evaluations / Actions

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT I

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART AS-NEEDED SECURITY GUARD SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW 4.1 Required Certificates and Licenses	Contractor's Guards and Supervisors shall be registered and certified by the State of California, Bureau of Security and Investigative Services, and shall fulfill all other State and local license requirements.	None	Review of Contractor staff employment records & inspection	\$50 per employee with incomplete records or invalid certificates and licenses, per inspection.
SOW 4.3 Required Certificates and Licenses	Contractor shall provide to the County Project Manager copies of valid licenses and certificates for all Guards and Supervisors prior to their beginning Work under the Agreement.	None	Review of Contractor staff employment records & inspection	\$50 per employee with incomplete records or invalid certificates and licenses, per inspection.
SOW 5.4 Contractor's Office	During office hours, Contractor shall respond to telephone calls from County Project Manager within fifteen (15) minutes of the call.	None	Observation	\$25 per hour beyond the fifteen (15) minute turnaround time.
SOW 5.6 Contractor's Office	In the event of an emergency telephone call, the Contractor shall respond immediately to County Project Manager, regardless of day or time that call is received by Contractor.	None	Observation	\$25 per hour beyond the fifteen (15) minute turnaround time.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW 6.1 Contractor's Staffing Plan	...Contractor shall provide the staffing plan to County Project Manager within ten (10) Business Days after approval of Agreement by the County Board of Supervisors.	None	Observation & inspection	\$50 per day
SOW 7.1.2 Unplanned County Absences	When an Officer or Assistant is absent due to an unplanned short-term leave, the County will notify Contractor of the need for relief Guards as soon as such absence becomes know. Contractor shall respond to County's request within two (2) hours of notification.	None	Observation	\$100 per hour of non-responsiveness beyond first two hours after request for relief guards
SOW 9.2 Contractor Supervisor's Duties	Immediately respond to on-site emergencies, providing as needed support.	None	Observation & incident reports	\$100 per occurrence
SOW 9.6 Contractor Supervisor's Duties	Ensure that assigned Guard coverage is appropriate and sufficient to meet the County's requirements under the Agreement.	None	Observation & inspection of log sheets and management reports	\$100 per occurrence
SOW 10.13 Contractor Guard Duties	Ensuring that only authorized personnel are permitted access to closed or restricted facilities by visually inspecting persons for proper identification and requiring each person to sign in and sign out of facility.	None	Observation & review of incident reports	\$100 per occurrence
SOW 10.19 Contractor Guard Duties	Reporting all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility:	None	Observation & review of written incident reports and reports prepared by	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW 10.19.1 Contractor Guard Duties	Notifying Contractor supervisor immediately.	None	Observation & review of written incident reports	\$50 per occurrence
SOW 10.19.2 Contractor Guard Duties	Preparing a full written report of incident and submitting to County Branch Supervisor by the end of the Work shift.	None	Observation & review of written incident reports and reports	\$50 per occurrence
SOW 10.19.3 Contractor Guard Duties	If during after hours, immediately requesting appropriate local emergency aid from local fire or police.	None	Observation & review of written incident reports and reports	\$50 per occurrence
SOW 10.23 Contractor Guard Duties	Submitting an incident report to County Branch Supervisor and the County Project Manager within one (1) hour of incident for any damage or injury resulting from the accidental discharge of Guard's firearm.	None	Observation & review of incident report	\$200 per occurrence + \$50/hr for late submission of incident report.
SOW 11.5.1 All Guards and Supervisors shall:	Be punctual; remain awake, alert, and attentive during their Work shifts, without any exception	None	Observation & inspection of timesheet	\$100 per occurrence + \$25/hr after one hour substitute guard turnaround time
SOW 11.6.5 All Guards and Supervisors shall not:	Bring visitors, unauthorized firearms, or contraband into any County facility or Location.	None	Observation & random site visits & written incident reports	\$200 per occurrence
SOW 11.6.10 All Guards and Supervisors shall not:	Possess unauthorized firearms, holsters, and ammunition while performing Work at any County facility or Location, at any time.	None	Observation & random site visits & written incident reports	\$200 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW 13.1 Contractor Furnished Uniforms	Contractor shall furnish and provide uniforms for each of its Guards and Supervisors providing services under the Agreement.	None	Observation	\$50 per occurrence
SOW 13.2.12 Contractor Furnished Uniforms	A Photo ID with name, to be in the immediate possession of Guard or Supervisor, and not visibly worn while on duty.	None	Observation	\$50 per occurrence
SOW 17.1 County Recognized Holidays	Generally, Contractor shall not be required to provide Guard Services on County and/or Court-recognized holidays. In certain specific situations when Guards are required to provide twenty-four (24) hour, seven (7) days-per-week coverage, Contractor shall provide Guard Services on County and/or Court-recognized holidays.	None	Observation	\$100 per occurrence
SOW 18.1 Training	Contractor shall provide training to all Guards and Supervisors assigned to provide services under the Agreement at Contractor's sole expense.	None	Observation and Inspection	\$100 per occurrence
SOW 18.6 Training	Contractor shall submit a list of the training programs completed by all Contractor Guards and Supervisors identified to Work under the Agreement within (30) calendar days from the effective date of the Agreement. Such list shall also include a schedule of ongoing training and future training requirements for Guards and Supervisors.	None	Observation and Inspection	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW 20.1 Replacement of Contractor Guards and Supervisors	The County Project Manager may, at his/her sole discretion and without stating the cause, direct Contractor to replace any Guard or Supervisor within two (2) hours of notice from the County Project Manager.	None	Observation	\$25 per hour beyond the two (2) hours turnaround time.
SOW 22.2.1 Review of Inspection Records	Contractor shall on a monthly basis submit to County Project Manager, Contractor's Supervisor's scheduled and unscheduled Guard performance inspection records, see Exhibit J.	None	Inspection and Review of Reports	\$25 per occurrence
SOW 23.3 Contract Discrepancy Notice	Upon Contractor's receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies and presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the Project Manager within ten (10) Business Days.	None	Observation & Inspection	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SOW 24.4 Reporting Requirements
SERVICE	All Guards shall immediately report any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to the County Branch Supervisor. All Guards shall immediately follow up on these verbal incident reports by preparing written reports describing the incidents in detail, and submitting them to the County Branch Supervisor and the County Project Manager before the end of the shift, or if incidents occur during after-hours (6:00 p.m. to 6:00 a.m.).
ACCEPTABLE DEVIATION FROM STANDARD	None
MONITORING METHOD	Review of log sheets & written incident report & report from other agencies re: incidents.
DEDUCTIONS/FEES TO BE ASSESSED	\$100 per day late.

EXHIBIT J

Inspection Record

County Branch

Supervisor: _____

Supervisor: _____

Inspection Date: _____

Employee Information

Employee Name: _____

Employee Number: _____

Job Title: _____

Assignment: _____

Inspected Items

	Yes	No	Comments
Handcuffs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Baton	<input type="checkbox"/>	<input type="checkbox"/>	**Confirm baton card present
Flashlight	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pepper Spray	<input type="checkbox"/>	<input type="checkbox"/>	**10% solution, 1.47 oz. container
Sam/Sally Browne	<input type="checkbox"/>	<input type="checkbox"/>	_____

Handgun

Make: _____

Model: _____

Serial Number: _____

	Yes	No
Current guard card	<input type="checkbox"/>	<input type="checkbox"/>

Verify hand gun matches caliber on the guard card:

Guard Card #: _____

Exp. Date: _____

	Yes	No
Additional ammunition	<input type="checkbox"/>	<input type="checkbox"/>

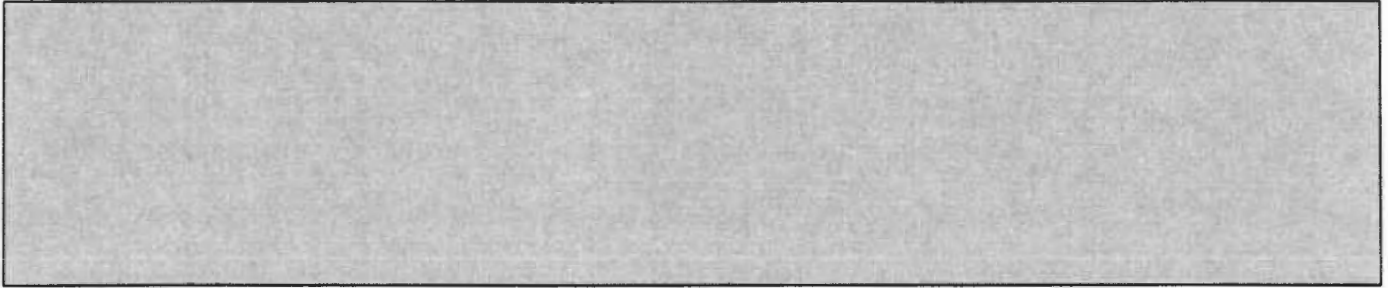
Most recent qualification under BSIS requirements:

	Yes	No
Mechanical safety on handgun	<input type="checkbox"/>	<input type="checkbox"/>

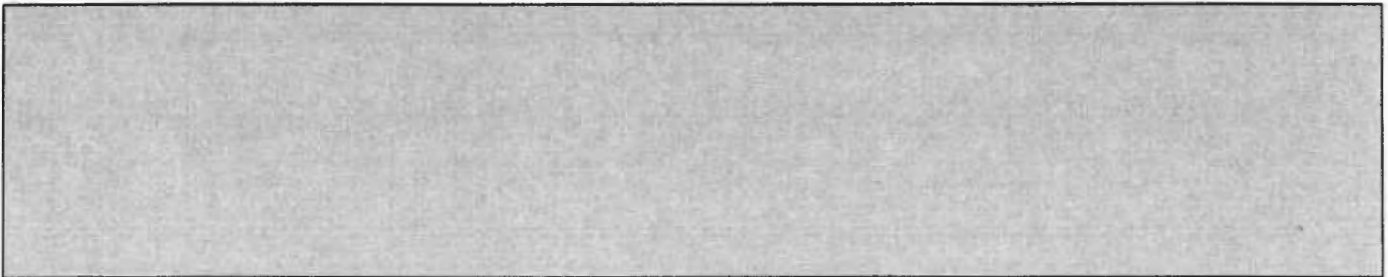
Most recent qualification with present weapon:

Is the handgun currently registered and to whom?

Additional Comments/Concerns



Corrective Actions Required



Signature of Security Guard

Date

Signature of County Branch Supervisor

Date

Signature of Contractor Supervisor

Date